

## TERMS AND CONDITIONS REGARDING DESIGNDIVERSO MARKETING & DESIGN SERVICES AGREEMENT

This document constitutes legal notice and contains the governing terms and conditions (“Terms and Conditions”) regarding the agreement (“Agreement”) between the person (the “Client”) who has subscribed to DesignDiverso marketing & design services provided by DesignDiverso TMI digital and offline marketing services to be provided to Client by DesignDiverso.

### I. DEFINITIONS

- A. “Agreement” shall mean collectively the agreement entered by DesignDiverso and (“Client”) either in written or spoken form and these Terms and Conditions, including exhibits or other documents specifically incorporated by reference.
- B. “Client” shall mean the person or entity who has executed a contract for DesignDiverso to provide deliverables or development services to Client pursuant to this Agreement. (Client and DesignDiverso may be referred to individually as a “Party” or collectively as the “Parties.”)
- C. “Deliverables” shall mean all finished and unfinished originals or copies (when originals are unavailable) of documents, writings, HTML files, Php files, Javascript files, graphics files, animation files, data files, image files, technology, scripts, and programs, both in object code and source code form, all documentation, and any other deliverable prepared for Client by DesignDiverso in accordance with this Agreement.
- D. “Developer Tools” shall mean any tools, both in object and source code form, that DesignDiverso has already developed or that DesignDiverso independently develops or licenses from a third party, excluding any tools that DesignDiverso creates pursuant to this Agreement. By way of example, Developer Tools may include, without limitation, toolbars for maneuvering between pages, search engines, and Java applets.
- E. “Development Services” shall mean the services for development of the Website that are identified in the contract and this Agreement. By way of example, this may include software development, design, programming and other consulting services for the purpose of creating computer files and other content for the Website.
- F. “Contract” shall mean the offer by DesignDiverso to Client regarding the level of service or system to be bought by Client and provided by DesignDiverso. Client's selection of a service or  
system level and execution of an contract either in writing or oral shall constitute an acceptance of this Agreement.
- E, “DesignDiverso” TMI shall mean the consultancy business located in Vantaa, Finland, hirvitie 9 b4, 01450, providing, among other things, website development, user experience/user interface design and other marketing services.
- F, “Specifications” shall mean the functionality and service levels provided by DesignDiverso for the Website.
- I. “Terms and Conditions” shall mean the provisions and requirements contained in this document and that are part of the Agreement between the Client and DesignDiverso. Terms and Conditions may also include amendments or changes that are posted on DesignDiverso's website from time to time and are designated as such.

J. "Website" shall mean the Deliverables made available on pages under the applicable domain name(s) for a DesignDiverso Website. Including hosting services according to client choice.

## II. SCOPE OF WORK

A. Development Services and Deliverables. DesignDiverso shall provide Development Services and Deliverables to create a Website and provide marketing services for Client for the system level identified in the contract. DesignDiverso's standard design includes one home page and two secondary pages.

## III. COMMENCEMENT OF WORK

A. DesignDiverso's work shall not commence until each of the conditions below are fully satisfied:

1. Receipt of a fully executed contract or agreement;
2. Payment of the full monthly amount of the service design and development fee;
3. Client provides DesignDiverso with a sufficient and appropriate High Res Logo (In case is required);
4. Client fully completes and submits to DesignDiverso a "Site Development Questionnaire"; and
5. Client fully completes a "Site Interview" and "Marketing Interview" with DesignDiverso.

B. Upon full completion of the above conditions, DesignDiverso's design and development team will communicate with Client within forty-eight (48) hours to establish a mutually agreeable schedule of events for the solution to provided to Client.

C. Subject to Client's reasonable cooperation, it is DesignDiverso's intention to provide services without interruptions after commencing work. Since all solutions are customized according to client needs, time may vary for DesignDiverso to provide the solution; DesignDiverso shall advise Client of the timeframe needed to provide such solutions.

## IV. COST AND PAYMENTTERMS

A. Client shall pay DesignDiverso the listed amount for lead generation, marketing, UX/UI design and software development or other services as per the contract.

B. The amount due shall be paid monthly as agreed.

C. Client payments shall be made preferably by credit card via our automated checkout system, upon request via bank transfer or via paypal. Client shall provide information sufficient to allow DesignDiverso to collect the amount due as listed on the contract. Client shall notify DesignDiverso immediately in writing if it has any change to its bank account or banking institution and provide DesignDiverso with new information in a timely fashion to ensure payment is not disrupted or otherwise late.

D. Late Payment. In the event any payment to be made under this Agreement is not paid by its due date or Client's overall account with DesignDiverso becomes past due, DesignDiverso shall be entitled, upon five (5) days prior notice, to stop its performance under this Agreement and to exercise any and all of its remedies against the defaulting Party. This includes any amount due for Website hosting and/or other services, including, but not limited to, development work on Client's Website. DesignDiverso's remedies shall include preventing Client access to the Website or shutting down the Website and discontinuing other marketing services provided such as SEO,SMM (social media management and marketing), SEM (search engine marketing), blogging, content

creation etc..Late payments interest rate applied is 8% past invoice due date.

## V. DESIGNDIVERSO'S OBLIGATIONS

### A. DesignDiverso shall:

1. Ensure that the Website conforms to the applicable Specifications for 90 days from date of delivery.
2. Perform in a professional and skillful manner and in accordance with industry standards.
3. Maintain sufficient qualified personnel to complete the Deliverables and Development Services according to this Agreement.

B. DesignDiverso shall not be responsible for links that change over time, pages that become obsolete over time, content that becomes outdated over time, defects that are not caused by DesignDiverso or other changes that do not result from any error or omission caused by DesignDiverso.

C. Automatic Extension. This Agreement shall automatically extend to (permanent) term, unless either Party gives the other Party written notice at least sixty (60) days prior to the expiration of the initial term or each renewal term thereafter. In the event DesignDiverso seeks to increase the price for these services, it shall provide notice to Client thirty (30) days prior to the expiration of the term.

D. Client acknowledges that HTML, PHP is an industry standard that contains some ambiguous provisions and that does not completely address all issues associated with the coding of Websites accessible via the World Wide Web. Client also acknowledges that HTML is a standard that will be amended from time to time and that not all browsers used by third parties to access the World Wide Web implement HTML in the same way. Variations in HTML coding associated with ambiguities or revisions to the HTML standard or variations among World Wide Web browsers shall not be the basis for a claim of breach of DesignDiverso obligations under this Agreement.

## VI. CLIENT'S WARRANTIES AND RESPONSIBILITIES

### A. Client represents and warrants that it:

1. Shall provide copies of all information, reports, records, lists and other existing data (in addition to that information provided in Section III A. above) to DesignDiverso within seventy-two (72) hours after execution of the contract concerning the product(s) or service(s) to be published on the web- pages necessary for DesignDiverso to perform the Development Services and provide the Deliverables to develop the solution.
2. Is authorized and has the right to use any personal or corporate name, trademarks, endorsement, language and any other items used in the Website pursuant to this Agreement. Client shall indemnify, hold harmless and defend DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents from any and all damages arising out of any breach of this representation and warranty. Client shall be solely responsible for protecting its copyright, trademark or other rights or interests in any copy, illustration, language and any other items used in the Website under this Agreement.
3. Shall pay in full all amounts owing under this Agreement as identified in the Enrollment Contract. Client's breach of this provision, including any periodic payment, shall be deemed a material breach and render all outstanding amounts accelerated in full and due and payable.

4. Client acknowledges there are inherent limitations to the use of the internet, and that DesignDiverso's services may be subject to such limitations or delays or other problems that are inherent with using the internet as a form of communication. DesignDiverso shall not be responsible for any delays, delivery failures or other problems resulting from internet use or connections not within its control.

## VII. PROPRIETARY RIGHTS

A. All materials, documentation, computer programs, inventions (whether or not patentable), media, social media network pages, audio, video, artistic works, graphics and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, or other property right, created or developed by DesignDiverso while providing Services (collectively, "Work Product") is owned by DesignDiverso. Work Product shall not include the Confidential Information (defined below) of Client. If ownership of all right, title, and interest of the intellectual property rights in the Work Product shall not otherwise vest exclusively in DesignDiverso, Client hereby assigns to DesignDiverso, and upon the future creation thereof automatically assigns to DesignDiverso, without further consideration, the ownership of all Work Product.

B. Deliverables. The parties recognize that DesignDiverso shall be deemed to be the sole author of the Deliverables and shall own all right, title, and interest in and to all Deliverables, including all intellectual property rights to the Web Site and marketing services.

C. Developer Tools. shall own all right, title, and interest to the Developer Tools, and any of its content. Client shall have the right to use the Specifications and Web Site for the performance of its obligations under this Agreement.

D. Web Site. DesignDiverso shall own all right, title, and interest to the Web Site, and any of its content. Client shall have the right to use the Specifications and Web Site for the performance of its obligations under this Agreement.

E. Cooperation. DesignDiverso shall reasonably cooperate with Client during this Agreement in the procurement and the maintenance of any intellectual property rights to which Client is entitled as a result of the Deliverables and the Development Services.

F. Domain Name(s). DesignDiverso assumes all responsibility for the integrity and maintenance of the domain name. Upon Client's approval, DesignDiverso may purchase and own the domain/s name/s.

G. Customer Lists. See DesignDiverso's Web Site and its Privacy Policy for how DesignDiverso handles Client customer list information. (<https://www.designdiverso.com/privacypolicy.pdf>)

## VIII. ACCEPTANCE BY CLIENT

DesignDiverso shall make available final versions of the Deliverables for Client's final review and acceptance. Client shall have two (2) business days to review and evaluate the Deliverables to assess whether it meets the Specifications. The failure of Client to provide notice of its non-acceptance within five (5) business days following availability of the Deliverables to it shall constitute Client's final acceptance.

## IX. INDEMNIFICATION

A. Both Parties shall defend, indemnify, and hold the other harmless for any and all damages,

charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the negligence of the other Party, provided that the indemnifying Party receives timely notice of such claim and controls all litigation and settlements.

#### B. Infringement Indemnification:

1. DesignDiverso warrants that any Deliverables or Developer Tools shall not infringe on the intellectual property rights of any third party;
2. Client warrants that the information provided to DesignDiverso shall not infringe on the intellectual property rights of any third party or any rights of publicity or privacy.
3. Both parties shall defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the breach of this section, provided that the indemnifying Party receives timely notice of such claim and controls all litigation and settlements.
4. Client warrants that DesignDiverso shall have the right on behalf of the Client to use Client's customer lists and to email to that list. Client shall indemnify, defend and hold DesignDiverso harmless from any claim by any person on that list claiming the person should not be included.

#### X. LIMITATION OF LIABILITY AND WAIVER OF DAMAGES BY CLIENT

THE MAXIMUM AMOUNT CLIENT MAY RECOVER FOR ANY DAMAGES RELATING TO THIS AGREEMENT, INCLUDING DAMAGES RESULTING FROM ERRORS IN OR OMISSIONS OF THE DEVELOPMENT SERVICES OR DELIVERABLES, SHALL NOT EXCEED THE AMOUNT THAT CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT WAIVES ANY CLAIM FOR DAMAGES, INCLUDING ANY DAMAGES RECOVERABLE IN CONTRACT, TORT AND OTHERWISE (INCLUDING CONSEQUENTIAL DAMAGES), AND WHETHER CAUSED BY DESIGNDIVERSO, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, OR OTHERWISE TO THE EXTENT THAT DAMAGES EXCEED THE AMOUNT THAT CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES ARISING FOR BREACH OF THIS AGREEMENT IS AGAINST DESIGNDIVERSO.

AS A CONDITION PRECEDENT TO ANY CLAIM FOR DAMAGES, CLIENT SHALL GIVE WRITTEN NOTICE OF ANY ALLEGED CLAIM, DEFECT, ERROR OR OMISSION RELATING TO ANY WEB SITE WHICH IS THE SUBJECT OF THIS AGREEMENT OR OF ANY RELATED WEB-PAGE ITEM. SUCH WRITTEN NOTICE SHALL BE PROVIDED TO DESIGNDIVERSO WITHIN SIXTY (60) DAYS AFTER CLIENT LEARNS OR SHOULD HAVE LEARNED OF THE GROUNDS FOR THE CLAIM. THE FAILURE BY CLIENT TO PROVIDE PROPER AND TIMELY WRITTEN NOTICE SHALL BE AN ABSOLUTE BAR TO ANY CLAIM AGAINST DESIGNDIVERSO. CLIENT SHALL PAY DESIGNDIVERSO FOR ANY WEB SITE ITEM NOT THE SUBJECT TO CLIENT'S CLAIM.

#### XI. TERMINATION

A. The Agreement shall remain in full force and effect until completed unless terminated earlier as set forth below.

B. Either Party may terminate this Agreement for cause as the result of a material breach by the alleged breaching Party. Upon an alleged material breach, the non-breaching Party shall provide

written notice to the alleged breaching Party, which notice shall identify the basis for the claim of alleged breach, including the provisions of the Agreement that are claimed to have been breached. The alleged breaching Party shall have sixty (60) days after receiving written notice during which to cure the alleged breach, or explain in writing why it has not breached. Should a breaching Party fail to cure a material breach within sixty (60) days of the receipt of notice; the Agreement shall be deemed terminated without further notice.

C. Should DesignDiverso properly terminate this Agreement for cause due to a material breach, it shall be entitled to immediately shut-down online access by any third person to the Web Site. In addition, delinquent payments shall bear interest at 8% on any outstanding balance, or the maximum permitted to be charged by law, plus all expenses of collection, including actual attorneys' fees.

D. Client may terminate this Agreement without cause, provided that Client shall pay DesignDiverso the full amount due for the complete Website development and marketing services identified in the Enrollment Contract (plans) in both written form.

## XII. CONFIDENTIAL INFORMATION

A. DesignDiverso's confidential information shall include the Web Site, until it is disclosed to the public, all passwords used in connection with the Web Site, all Deliverables and documents related to Deliverables, and any other information marked "confidential."

B. DesignDiverso's confidential information also shall include the source code of any Developer Tools.

C. Each Party shall hold confidential information in confidence and shall not disclose such confidential information to any third party or use it for any purpose not set forth in this Agreement. Confidential information shall not include information (a) already known by the recipient, (b) that becomes known to the public through no act or fault of the recipient, (c) received by a third party with no restriction on disclosure or use, or (d) independently developed by recipient without reference to the other Party's confidential information.

D. Client may provide confidential information, including but not limited to names, contact information, technical information about its customers and the services Client provides to DesignDiverso. Client acknowledges that DesignDiverso may use the confidential information to perform its work under this Agreement.

## XIII. PERSONAL JURISDICTION AND LITIGATION

Client expressly consents to the personal jurisdiction of the state and courts located in the Uusimaa region in accordance to law of Finland for any lawsuit filed against it (or him or her) by DesignDiverso relating in any way to this Agreement.

## XIV. MISCELLANEOUS PROVISIONS

A. Entire Agreement: These Terms and Conditions, together with the Enrollment Form, constitute the entire agreement with regard to the services and deliverables offered and supersede any prior written or oral agreement relating to the services and deliverables to be provided herein. These Terms and Conditions shall be binding upon the heirs, successors and assigns of the Parties.

B. Counterparts: This Agreement may be executed in counterparts, in the event of which multiple copies of this Agreement containing the signatures of all Parties shall constitute a complete Agreement.

C. Severability: Except as otherwise specified herein, the invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement which shall remain in full force and effect.

D. Compliance With Laws: Both Parties shall comply with all applicable international, national, and local laws and regulations. For a Party located outside of Finland, the Party shall be bound by the laws and jurisdiction of Finland and hereby waives any rights under any international law or treatise.

E. Survival: Sections VI, VII, IX, X, XII, XIII and XIV shall survive termination of this Agreement.

F. Governing Law: This Agreement shall be governed in all respects by the laws of Finland without regard to its conflict or choice of laws provisions.

G. Amendment: No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both Parties.

H. Priority: In case of any conflict or ambiguity between the Enrollment Form and the Terms and Conditions, the Terms and Conditions shall control.

I. Authority: Each Party represents and warrants that the execution of the Enrollment Form and corresponding acceptance of this Agreement has been duly and validly authorized by all necessary persons (including by corporate resolutions or other action, if necessary) and that it is a valid and binding obligation of each such Party. Each Person represents and warrants that he or she was authorized and had the apparent authority to execute the Enrollment Form and corresponding acceptance of this Agreement and that it is a valid and binding obligation of each Party.

J. Force Majeure: DesignDiverso shall not be liable for any delay or interruption in services or Deliverables directly or indirectly caused by acts of God, fire, flood, accident, war, government intervention, labor difficulties, equipment failure, or other difficulties which are beyond the control and without fault and negligence of DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents.

K. No Assignment: Client shall not assign this Agreement without the written consent of DesignDiverso.

L. Notices. All notices required under this Agreement shall be delivered via facsimile or email and registered mail, return receipt requested to DesignDiverso's office at hirvitie 9 b4, Vantaa, 01450, Finland. Notices to Client shall be sent to the address stated on the Enrollment Form.