



Effective August 15, 2008

Last updated December 30, 2019

The following specifies a set of terms agreed upon by all persons (hereafter referred to as the "Client") who purchase any Product or Service from Invisible Ink Corporation (identified hereafter as "Invisible Ink"). By entering into a service agreement with Invisible Ink, the Client agrees to read and agree to abide by these Terms and Conditions.

Terms and Conditions are subject to change without notice. The Client may regularly check the policy statement for any changes by downloading an electronic copy online at www.invisibleink.com/clients or by requesting an electronic copy from Invisible Ink. Continued usage of any Product or Service after a new policy has gone into effect constitutes acceptance of the updated terms by the Client. These Terms and Conditions supersede all previous representations, understandings or agreements.

I • DEFINITIONS

- i. Services** - Services provided by Invisible Ink include but are not limited to website design, print design, photography, database programming, consulting, domain name registration, website hosting, email hosting, and file transfer protocol (FTP).
- ii. Products** - Products provided by Invisible Ink include but are not limited to artwork, photography, and printed goods.
- iii. Software** - Database programming, completed web-based software programs, pre-made software plug-ins designed to power certain parts of a website or web-based databases.
- iv. Systems** - Servers, computers, and hardware configured to give the Client and/or third parties access to Services provided by Invisible Ink.

II • DISCLAIMER

Invisible Ink will make a reasonable effort to ensure that all Products & Services provided to the Client maintain an acceptable level of quality, performance and usability, using industry standards as a guideline when appropriate. Invisible Ink makes no warranties of any kind, whether expressed or implied, towards the merchantability or fitness of any Product or Service for a particular purpose. The Client agrees to indemnify and hold harmless Invisible Ink Corporation, its successors or assigns, from any claims relating to damage caused to the Client or another party resulting from the use or inability to use a Product or Service provided by Invisible Ink. This includes but is not limited to: loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by Invisible Ink's own Systems, third party service providers, an Act of God, Terrorism, or Client errors and/or omissions, including non-payment of any invoice issued by Invisible Ink.

The Client agrees to indemnify and hold Invisible Ink harmless from any claims, including attorney's fees, direct and indirect damages or losses, which may be incurred by the Client or others. In no event will Invisible Ink be liable for indirect, incidental or consequential damages arising out of the use or inability to use our Services, even if advised of the possibility of such damages. Specifically, Invisible Ink is not responsible for any costs arising out of the use of Services including, but not limited to, costs incurred as a result of lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties or similar costs. In no event shall Invisible Ink's liability exceed the amount paid by the Client for Products or Services.



III · PRIVACY

Invisible Ink will endeavor to protect Client data, such as account information, email and trade secrets. Invisible Ink cannot guarantee that others will not view unencrypted data such as email that is sent or stored on Invisible Ink Systems. The Client must provide and maintain a secure password for all Services to prevent undesired account access. Passwords may not be shared with any third party unless employed by the Client. Invisible Ink reserves the right to audit all Services for security reasons or to enforce these Terms and Conditions. Invisible Ink may also access Services to offer technical support on behalf of the Client with the Client's expressed verbal or written consent.

Invisible Ink will occasionally send emails and notices regarding billing policies, system condition, improvements, and other related information. The Client cannot unsubscribe from these notices for any reason.

In the event a U.S. law enforcement agency uses a court driven request for your information we will release any information including but not limited to account information, stored files and potentially useful patterns, email, and other statistical information available to us. In the event a third party requests any of the same information whether for violation of their own copyright or other protections we will not release your information unless so specified by legal subpoena and we will first notify you of any potential to release your information. Should you continue to violate copyright or other proprietary exchange or usage, and we are notified by a third party of interest or we discover it ourselves, Invisible Ink reserves the right to suspend and/or terminate your account.

IV · HOSTING & SUBSCRIPTIONS

Use of Software or Services may require the Client to subscribe to a reoccurring hosting service provided by Invisible Ink. The Client must select a hosting service plan based on the amount of storage space, monthly bandwidth, and email addresses necessary to support the Software or Services provided by Invisible Ink. The Client must maintain an acceptable level of data usage for these Services, and may upgrade a Service at any time to ensure appropriate usage based on their needs. Usage that extends beyond the allotted amount for each Service will be subject to an overage fee. Website and email hosting fees do not include website maintenance. All updates requested by the Client will be billed on a per-request basis at current maintenance rates.

Access to some Services provided by Invisible Ink may require third party software and/or services. Invisible Ink is not responsible for selecting or providing support for third party software or services, including but not limited to email software, mobile devices and internet access or website browsing software. Any and all damages arising from defective/malicious third party software or the inability to use any third party product or service are solely the responsibility of the Client.

Any website published by the Client found to contain obscene, illegal or copyrighted material will be removed at the sole discretion of Invisible Ink. Harassment of others in any form, such as transmission of computer viruses; sending unsolicited spam or commercial emails; and any other malicious or destructive behavior is prohibited and will result in the immediate termination of Services.

Email accounts hosted by Invisible Ink have a limited storage capacity, usually determined by a hosting Service package. The Client will receive an email notice if an email account reaches 90% capacity, allowing the Client to reduce the number of saved messages before the account reaches capacity. If an email account reaches capacity, the Client's email address will be temporarily unable to receive new messages. Third parties attempting to send messages to a full mailbox will receive a return message stating that the mailbox is full. Once the account has been reduced to within the set limit, the Client will again be able to receive new messages. If an email account



is full for more than 14 consecutive days, Invisible Ink reserves the right to temporarily disable the mailbox to prevent a high volume of rejected mail notifications from affecting other email users.

V · OWNERSHIP & COPYRIGHTS

Information, Software, and Products released by Invisible Ink to the Client for review or any form of distribution are protected by copyright. Unless the Client has been given written permission from Invisible Ink, they must not redistribute this information to others in any form. This includes all custom price quotes, information, Services, Software, and Products created by Invisible Ink for self-promotion or use by a Client. Invisible Ink reserves the right to use examples of work created for the Client for self-promotion.

It is the responsibility of the Client to ensure that all materials (including but not limited to images, photographs, and text) provided to Invisible Ink to create a Product or Service comply with all applicable laws. Materials provided to Invisible Ink must be owned by or licensed to the Client for use with a particular project.

i. Websites

A website created by Invisible Ink may be distributed worldwide by the Client using a domain hosting service provided by Invisible Ink (See Section IV). The Client will retain any pre-existing rights to a trademark or copyrighted materials provided to Invisible Ink to create a website. Invisible Ink maintains all rights to proofs and layered digital files used to create a custom website layout, and will not provide copies of these files to the Client for any reason.

ii. Artwork, Photography & Other Products

Invisible Ink maintains all rights to original layered digital files and proofs used to create custom artwork, logos, fonts, photographs or any other Product or Service, and will not provide copies of these files to the Client for any reason. The Client must not redistribute any Product created by Invisible Ink without expressed written consent. Certain Products, such as digital photographs, are provided with limited, non-exclusive rights for use with a specific Product or Service, and must not be reused or redistributed without express written consent. Additional fees may apply for additional use cases. In the event that a Client wishes to obtain a copy of completed artwork in any format, only a "flattened", finished copy will be made available by Invisible Ink. A service fee or additional rights and/or usage fees may apply. For more information, refer to Section VIII.

iii. Software

All pre-packaged or custom Software written by Invisible Ink to provide the Client with a Product or Service is the sole property of Invisible Ink or its contributing vendors. Upon payment for use of Software, the Client is granted a non-exclusive, limited license to use to the Software, and does not gain any ownership of the Software. Invisible Ink reserves the right to limit customer access to custom Software and proprietary template systems during the course of a Client's subscription to those Services. In the event that a Client wishes to discontinue use of Services, Software is not transferable to any other System, and may not be sold or re-used to create derivative works. If the Client wishes to retain ownership of a customized Software package, additional licensing fees must be agreed upon in writing by both parties prior to creation of the Software.

**iii. Domain Names**

The Client will maintain ownership of any domain name(s) purchased by Invisible Ink on behalf of the Client. The domain may be transferred to another group, renewed, or modified at any point by the Client, pursuant to [ICANN rules](#). In the event that the Client fails to remit payment for annual domain renewal fees in a manner that follows ICANN rules and billing guidelines outlined in Section VII of these Terms and Conditions, the domain name will become property of Invisible Ink until payment has been received from the Client.

As the owner of a domain name, it is the responsibility of the Client to provide accurate contact information for the domain, including a valid email address. A renewal notice will be sent via email to the Administrator contact listed for each domain at 30, 15, and 3 days prior to the domain expiration date.

If a domain name has expired and a reasonable attempt to contact the Client has been made, Invisible Ink reserves the right to let the domain name expire. If payment for renewal of a domain name has not been received 30 days after a domain name has expired, Invisible Ink may take ownership of the domain name and reserves the right to repurpose or sell the domain to another party, or may allow the domain to be released back to public domain.

VI · SUPPORT

Invisible Ink will provide limited technical support for its website and email hosting Services. Support for third party software, services or hardware is subject to an additional fee, billed hourly to the Client. On-site technical support must be handled by a third party provider. Invisible Ink reserves the right to deny technical support for any service or software provided by a third party.

Clients may contact Invisible Ink by phone or email during normal business hours. Invisible Ink reserves the right to close for holidays or other special circumstances including illness or vacation.

VII · BILLING & PAYMENTS

Invisible Ink considers the signee or primary account representative(s) to be an authorized representative of the Client in all aspects of project management and financial liability. The Client will notify Invisible Ink of any changes in account information, such as account contacts, billing address, email address or telephone number. Failure to do so may result in service interruption.

Recurring Services

Fees for all reoccurring Services are to be paid in advance of service provision. Prices, fees and services are subject to change without notice. Invisible Ink will invoice the Client thirty days prior to the start of a service period. Certain Services may be subject to a minimum service period of 3 months. To ensure continued account operation, payment must be received by Invisible Ink on or before the due date listed on the invoice. If payment is not received by the expiration date, the Client account will be automatically disabled. After 90 days of account inactivity, all files related to unpaid Client Services will be erased and a reactivation fee may apply.

If the Client account is suspended due to nonpayment, declined credit card or insufficient funds, a reactivation charge and other fees may apply. Interest will accrue at rate of 10% (calculated annually) on all outstanding balances that are past due or the maximum rate allowed by law, whichever is lower. Suspension or termination of your account does not negate your responsibility under this agreement to pay all fees incurred up to the date the account was cancelled including any collection fees incurred by Invisible Ink. Reconnection



will not be allowed until all past due amounts have been paid.

Service usage that exceeds the allotted monthly bandwidth or storage limits will be billed based on the amount of overuse, and included on the next invoice issued by Invisible Ink.

One-time Services

All one-time Services, including but not limited to design services and software programming must be paid in advance one half of the total cost authorized by the Client from a quote prepared by Invisible Ink. Upon completion of a project, the customer will have five business days to request additional changes before a final bill is sent. If necessary, additional costs for changes to a completed project will be added to the final invoice. All fees, contracted and additional, will be approved by an authorized representative of the Client by email or written contract. The remaining balance of a project cost must be paid upon completion of a project.

Invisible Ink Direct Payment

When the Client agrees to auto-renewal of services via direct credit/debit card withdrawal, they must also monitor bank account activity for proper charges and appropriate withdrawals. Improper charges or charges for unused services will only be refunded for up to three months of service.

Fees

Clients will pay a cash fee of \$35 (USD) in addition to original amount owed for all checks returned for insufficient funds.

Payment made by the Client to Invisible Ink for any Product or Service will constitute acceptance of these Terms & Conditions (and any amendments to these Terms & Conditions), and acts as Client approval of the Services provided by Invisible Ink. All fees paid to Invisible Ink are non-refundable. Refunds for unused reoccurring services may only be requested within 30 days of payment, for a maximum refund equal to the value of unused Services.

Account inquiries or billing questions should be directed to:

Invisible Ink
PO Box 10771
Yakima, WA 98909
(509) 654-7770
billing@invisibleink.com

VIII · CANCELLATION

Requests for service cancellation must be received in writing by postal mail or email. Cancellation by telephone must be followed by a confirmation letter or email. Invisible Ink will not forward any domain, hosting or email service to another provider if an account has been cancelled or expires. Email accounts and hosted websites or other data files will be stored up to 90 days before erasure unless they are in violation of other policies of this agreement. Cancellation does not relieve the Client of the obligation to pay for any work performed or any other outstanding amounts due up to the date of cancellation. If the Client defaults, they agree to pay Invisible Ink's reasonable expenses, including attorney and collection fees, incurred while enforcing its rights under these Terms and Conditions.





Invisible Ink reserves the right to terminate a Client's Service at any time and for any reason. If activity on a Client's account is in violation of these Terms and Conditions, Invisible Ink will notify the Client of the infraction and provide a reasonable amount of time for the Client to either comply with these Terms or collect remaining data before affected Services are terminated by Invisible Ink.

Software programs and/or plug-ins integrated into a website are not transferable to any other System. Any files owned by the Client will only be released upon payment of all fees owed, in accordance with Section V of this agreement. A service fee for the preparation of the files may apply.

If the client is requesting a copy of a Product or Service upon cancellation of Service(s) with Invisible Ink, the Client must first adhere to all other policies in these Terms & Conditions. All copies are provided as-is without warranty of any kind, either expressed or implied. The Client may not give any Service, Software or Product created by Invisible Ink to a third party, for profit or otherwise. Client must obtain written permission from Invisible Ink to redistribute any work to another party. Invisible Ink may also request monetary compensation in the event that such permission is given.

