



SERVICE AGREEMENT

Acc. #: _____
Office: _____

www.iPreserve.com - 877 700 2236 Rep Contact Name _____ Ph No (_____) _____ - _____

1. Subscriber Information [] Commercial [] Residential Subscription Plan [] Yes [] No

Primary Subscriber Name (first and last) _____ Secondary Subscriber Name (first and last) _____ Company Name (if applicable) _____

Address (Number) _____ (Street) _____ (City) _____ (State) _____ (ZIP Code) _____

(_____) _____ - _____ (_____) _____ - _____
Primary Phone Number _____ Secondary Phone Number _____ Email Address _____

2. Billing Address (if different than above)

Address (Number) _____ (Street) _____ (City) _____ (State) _____ (ZIP Code) _____

3. Service Type Information
Schedule [] Monthly [] Paid In Full [] Other
Subscription Plan _____ \$ _____/mo.
Total Points In Plan _____ pts.
Offsite Back-Up Service \$ _____/mo.
Ala Carte Media 1 _____ \$ _____/Item
Ala Carte Media 2 _____ \$ _____/Item
Notes/Bonus Points _____ \$ _____/
Total Monthly Charge: \$ _____/mo.
Account Activation Fee: \$ _____
Total Charges Due Now: \$ _____
4. Payment Authorization Information
Requested Processing Date [] 1st [] 8th [] 15th [] 22nd
4a. EFT Section Account Type [] Savings [] Checking
Bank Name: _____ (Attach Voided Check)
Bank Account No.: _____
Routing No: (Must be 9-digits) _____
4b. Credit Card Section (Check One) [] Visa [] AMEX [] MC [] DC
Card No: _____ Exp: Mo: ___ Yr: ___
Card CID _____
Name on Card: _____ (if different than subscriber)
Auth. Signature: _____ (if different than subscriber)

5. Acceptance (Signature(s) Required)

- [] I confirm the information provided is true and correct. I hereby acknowledge that I have read, understand, and accept without limitation or exception, the Service Agreement Terms and Conditions on the back of this Agreement and contained within this Agreement.
[] I confirm I have been provided an unexecuted cancellation form with a copy of this Agreement.
[] I confirm I have seven calendar days upon receipt of the processed media to review and notify Company of issues to qualify for reprocessing without incurring any additional charges.

Primary Subscriber Signature _____ Print Name _____ (MM) (DD) (YY)

iPreserve Signature _____ Print Name _____ (MM) (DD) (YY)

TERMS AND CONDITIONS

THIS AGREEMENT IS MADE ON THE DATE STATED ABOVE ("EFFECTIVE DATE") BY AND BETWEEN IPRESERVE ("COMPANY" "WE", "US" OR "OUR" AS APPLICABLE) AND THE SUBSCRIBER (HEREAFTER REFERRED TO AS "SUBSCRIBER", "YOU" OR "YOUR" AND TOGETHER "THE PARTIES"). IPRESERVE AGREES TO PROVIDE, OR CAUSE TO BE PROVIDED, THE MEDIA CONVERSION SERVICE FOR THE "SUBSCRIBER" SHOWN ABOVE. THIS AGREEMENT WILL NOT BE BINDING UPON US UNTIL IT IS SIGNED BY US AND MEDIA CONTENT HAS BEEN RECEIVED BY US. WITNESSETH: THAT FOR THE CONSIDERATIONS AND AGREEMENTS SPECIFIED HEREIN, ON THE REVERSE SIDE HEREOF, AND ON ANY ADDENDA, RIDERS OR OTHER DOCUMENTS ATTACHED HERETO, THE PARTIES DO, FOR THEMSELVES, THEIR SUCCESSORS, AND ASSIGNS MUTUALLY AGREE: 1. TERM: THE TERM OF THIS AGREEMENT IS THREE (3) YEARS OR 36 MONTHS. WHERE APPLICABLE, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS, UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF THEIR INTENT TO TERMINATE THIS AGREEMENT, WHICH NOTICE SHALL BE GIVEN TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS, BUT NOT GREATER THAN SIXTY (60) DAYS PRIOR TO THE END OF ANY TERM AND SHALL BE SENT IN ACCORDANCE WITH SECTION 17. IN THE EVENT SUCH RENEWAL IS PROHIBITED BY STATE LAW, THEN THIS AGREEMENT SHALL BE RENEWED FOR THE MAXIMUM AMOUNT OF TIME PERMITTED BY SUCH LAW.

Notice of Cancellation (Residential Subscribers Only)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, PRIOR TO THE THIRD DAY AFTER THE MOST RECENT ABOVE DATE. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU WILL BE RETURNED UNLESS, UNLESS RADICATED BY AN ACCEPTANCE OR PERFORMED SERVICE BY iPreserve, BY WHICH, YOUR ACCEPT YOUR RIGHT TO CANCEL WITHIN THREE DAYS HAS BEEN WAIVED. YOU ALSO AGREE THAT YOU WILL BE HELD RESPONSIBLE FOR PAYMENT OF ANY SERVICES WHICH HAVE BEEN PERFORMED OR REQUESTED, AND ARE STILL UNPAID. YOU AGREE IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO iPreserve, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF iPreserve REGARDING THE RETURN SHIPMENT OF THE GOODS AT YOUR EXPENSE AND RESPONSIBILITY AND RISK. IF YOU DO MAKE AVAILABLE TO iPreserve AND iPreserve DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU AGREE TO RETURN THE GOODS TO iPreserve AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, DELIVER A SIGNED AND DATED COPY OF THE CANCELLATION NOTICE TO iPreserve, BY SENDING A COPY TO CANCELLATIONS@IPRESERVE.COM PRIOR TO THE THIRD DAY AFTER THE MOST RECENT ABOVE DATE.

I HEREBY CANCEL THIS TRANSACTION _____
Subscriber Signature _____ Print Name _____ (MM) (DD) (YY)

2. **PAYMENT:** You agree to pay Us all amounts due one (1) month in advance. The first payment is due when service begins and will include the prorated amount for the month in which service begins. If any charge due hereunder from You becomes more than fifteen (15) days past due, You agree to pay interest on all delinquent amounts at the lesser of 1.5% per month (18% APR) or the maximum applicable legal rate permitted to be charged. You are responsible for any charges associated with the dishonor by Your bank or credit card Company of any payments made by You and a reactivation fee if Your service is suspended for non-payment.

3. **SERVICE:** The Service consists of all features, products, functions, services, and content provided by iPreserve, as well as the features, products, functions, services, and content provided by third parties through iPreserve.

4. **CLIENT PARTICIPATION AND INTERACTION:** a) You hereby claim and agree that you qualify and are authorized to be considered a Client ("Client"), which is considered to be a person (i) who is at least 18 years of age, (ii) who is legally capable of agreeing to, and has agreed to, the Terms, (iii) whose legal name, actual e-mail address, mailing or billing address, and any other required account information have been provided to iPreserve and are recorded on iPreserve's records as the person responsible for a specific iPreserve Client Account or those using that iPreserve Client's Account, and (iv) who uses the Services, which will be referred to as "Active Participation." ("Active Participation" is defined below). You will be referred to as a "Client" or your Account referred to as your iPreserve "Client Account." Before you can use the Service, we will ask you to provide a valid credit card number (including expiration date, and billing address and CVV2 number if necessary). We may also ask for a voided check or checking account number with its associated bank routing number. This will allow us to efficiently facilitate the charges associated with your purchase of the Service. "Active Participation" means you will use or have used the Service at least once or you have paid a deposit or provided credit card information or checking account information in anticipation of usage of the Service. If you use the Service and have provided payment that is retracted or cancelled, or if you have not provided payment for the Service for a period of one (1) month, then iPreserve may at its discretion, terminate your Client Account (or any part thereof) or your use of the Service, and remove and discard any content, including, but not limited to, any and all information, communications, postings, albums, images, files or any other content within the Service. Fees and storage space capacity may be changed at any time without notice.

5. **CLIENT CONDUCT:** a) When considering whether or not to upload files, please note that iPreserve contains both public (i.e. viewable by anyone with Internet access), and private albums (which are password protected). You may use the Service to post creative material, including film, photographs, digital images, links, and comments ("Content"). Additionally, we require that every user of the Service, whether or not such user is a Client, agrees not to use the Service to digitize, post, upload, store, share or otherwise obtain "Prohibited Content," which includes but is not limited to any of the following types of Content: i. Content we believe is abusive, defamatory, deceptive, misleading, pornographic, sexually explicit, profane, obscene, slanderous, offensive, or otherwise inappropriate; ii. Copyrighted material that is used without the express permission of the owner; iii. Content that violates or encroaches on the rights of others; iv. Content or other material that contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code or any other content, which may compromise the Service, iPreserve's network, or any Client's equipment or software; v. Content that advocates illegal activity; vi. Content that harms minors in any way; vii. Any links to the above; or viii. Violates any laws, rules, or regulations of any governmental or other administrative organization having authority over the Service, iPreserve, or its users. b) Except as permitted under this Agreement, you may not reproduce, distribute, transmit, publish, transfer, or commercially exploit any material available on or through the Service. c) You acknowledge that it is iPreserve's policy to cooperate with law enforcement agencies investigating illegal or improper activities relating to the Service. d) iPreserve has the sole discretion to determine whether Content is Prohibited Content, and any Content submitted to the Service may be subject to examination from time to time. You acknowledge that although iPreserve does not and will not examine and review all Content submitted or transmitted to the Service, iPreserve has the absolute right, but not the obligation, to delete, move, and edit materials for any reason, at any time, without notice. Notwithstanding the above, when you access the Site and/or use the Service, you acknowledge and agree that all Content (whether private or public) that is posted and stored on the Site is the sole responsibility of the person who submitted it for posting and/or storage. You understand that by viewing the Site, you may be exposed to Content that you consider offensive and you take sole responsibility for such exposure. You acknowledge that iPreserve in no way guarantees the accuracy, quality or appropriateness of Content available on the Site. In no event shall iPreserve of any of its affiliated companies (including its officers, directors, employees, affiliates and agents) be liable for claims of any nature, whether direct or indirect, arising from or related to any Content made available on or through the Service, including but not limited to errors or omissions in such Content, and loss or damages incurred as a result of use of such Content.

6. **PRIVACY POLICY:** We protect and use your personal information as set forth in our Privacy Policy.

7. **COPYRIGHTS:** a) License to iPreserve: As a condition to your status as a Client, you hereby grant iPreserve a perpetual, universal, nonexclusive right to copy, display, modify, transmit, make derivative works of and distribute any Content transmitted or provided to the Service by you, solely for the purpose of providing the Service. You remain the owner of all Content that you submit to the Service, and as a condition to your status as a Client, you represent and warrant to iPreserve that you are the owner of the copyright to Content you submit to the Service or that you have written permission from the copyright owner to submit such Content. b) Backup Copies of Images and Other Material: The Service is intended to be helpful in used in information storage and recovery facility. iPreserve takes extensive precautions to preserve and protect the material you may upload or provide to the Service. In noting that multiple copies of your Material housed at multiple locations further ensures the longevity of your Material, we therefore advise all Clients to not exclusively rely on the Service as your only source for the Material you provide. You should backup copies of any digital information you have uploaded or authorized others to upload to the Service.

8. **INDEMNITY:** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS iPreserve (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION PROVIDERS TO THE SERVICE) FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING NEGLIGENCE OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES USING YOUR ACCOUNT.

9. **LIMITED WARRANTY:** a) Exclusive Remedy. ANY SERVICE AVAILABLE THROUGH THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. iPreserve WARRANTS THAT ONLY WHEN ORIGINAL CONTENT MATERIAL(S) ARE UNDER THE DIRECT CONTROL AND POSSESSION OF WHOLLY-OWNED AND OPERATED iPreserve FACILITIES, BUT NOT INCLUDING THIRD-PARTIES OR INDEPENDENT ENTITIES, SUCH AS TRANSPORTERS OR CARRIERS, SHALL iPreserve AGREE THAT YOUR ORIGINAL CONTENT MATERIAL(S) THAT YOU PROVIDED SHALL BE PROVIDED WITH AN EXCLUSIVE REMEDY. IN THE EVENT THAT YOUR ORIGINAL CONTENT MATERIAL(S), e.g. PRINT(S) OR NEGATIVE(S) ARE DAMAGED, OF UNACCEPTABLE QUANTITY OR QUALITY, OR LOST OR NOT RETURNED, iPreserve'S SOLE OBLIGATION, AND YOUR SOLE AND EXCLUSIVE REMEDY, SHALL BE FOR iPreserve TO EITHER (I) REFUND THE AMOUNT OF THE PURCHASE PRICE OF SUCH FILM AND/OR PRINTS, OR (II) b) Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, iPreserve EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. iPreserve MAKES NO WARRANTY THAT (I) THE SITE OR SERVICE WILL BE PROVIDED IN A MANNER THAT IS UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (II) THE SITE OR SERVER ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (III) THE SERVICE, SITE OR CONTENT PROVIDED WILL MEET YOUR REQUIREMENTS. iPreserve MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO SOFTWARE, GOODS, SERVICES, PROMOTIONS, OR THE DELIVERY OF ANY SOFTWARE, GOODS OR SERVICES THAT ARE PURCHASED, ACCESSED OR OBTAINED THROUGH iPreserve'S SITE OR THAT ARE ADVERTISED ON iPreserve'S SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10. **LIMITATION OF LIABILITY:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED UNDER LAW, iPreserve WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF MATERIAL, OR CONTENT OR DATA, REVENUE OR PROFIT) ARISING WITH RESPECT TO YOUR USE OF THE SITE OR THE SERVICE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS FOREGOING LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OR INABILITY TO USE THE SERVICE; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES; (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICE OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

11. **TERMINATION:** a) Termination by iPreserve: You acknowledge and agree that iPreserve, in its sole discretion, may terminate your Client Account (or any part thereof) or use of the Service, or suspend access to the Service, and remove and discard any Content including, but not limited to, any and all information, communications, postings, albums, image files or any other content within the Service, at any time, without notice, for any reason. You also acknowledge and agree that iPreserve shall not be liable to you or any third-party for any termination of your access to the Service. b) Termination By Client: iPreserve holds all rights in terms of acceptance or rejection to terminate your account. c) Continuing Obligations after Termination: Termination or suspension of an account does not relieve you of any obligations you have accrued, including payment of any charges due in connection with an account. You are responsible for payment of all such charges.

12. **MODIFICATION OF TERMS:** You agree that iPreserve reserves the right to amend the Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. Any amendments or modifications made by iPreserve shall be prospective only.

13. **ENTIRE AGREEMENT:** a) These Terms constitute the entire agreement between you and iPreserve and govern your use of the Service, superseding any prior agreements between you and iPreserve. In the case of a conflict between these Terms and information included in off-line materials, (e.g., promotional materials), these Terms will always control. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. b) The failure of iPreserve to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. c) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. **AUTHORIZATION TO REPORT INFORMATION:** You hereby authorize Us, or any of Our representatives, employees, assignees, or subcontractors to request or obtain information related to Your credit history from a credit bureau or other agency, and/or report relevant information concerning Your performance under this Agreement.

15. **ASSIGNABILITY AND SUBCONTRACT:** This Agreement may not be assigned by You without Our prior written consent. We have the unlimited right to assign or subcontract part or all of this Agreement without notice to You. We may, in Our sole discretion and without notice to You or any person, disseminate to any actual or prospective assignee, purchaser, transferee, or participant, any information that We have or know pertaining to this Agreement. We shall have the further right to subcontract the monitoring or other services. You acknowledge that this Agreement and particularly those paragraphs relating to Our disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of and are applicable to the assignees and subcontractors with the same force and effect as they bind You to Us. You further acknowledge that the assignees of the Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

16. **COSTS AND ATTORNEY'S FEES:** In the event that it shall become necessary for Us to employ a collection agency or to institute legal proceedings to collect unpaid charges or any other sums You may owe hereunder, You shall be liable to Us for Our reasonable and necessary costs of collection and attorneys fees incurred in prosecuting such action. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and attorneys fees from the other Party.

17. **PARTIAL INVALIDITY; PERFORMANCE AND VENUE; GOVERNING LAW:** If any provision of this Agreement is deemed to be invalid, unenforceable, void or voidable, such provision shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions of such jurisdiction.