

## **Standard Terms and Conditions**

### I. Copyright Ownership

Customer hereby acknowledges and agrees that **zoom in design** owns any and all intellectual property rights in the works or other products created on behalf of the Customer (the “Works”) and shall retain all right, title and interest in and to all federal and common law copyrights and other intellectual property rights. You hereby agree not to contest **zoom in design’s** ownership of such rights. In connection therewith and as further described in our Privacy Policy, you acknowledge and agree that **zoom in design** retains the right to use or display the Works for marketing and advertising purposes in any portfolio, website or for any other promotional, advertising or marketing purposes. Further, you agree that the Works or any derivative thereof may not be copied or reproduced in any manner whatsoever without the express prior written consent of **zoom in design**, which may be granted or withheld in its sole discretion.

### II. Limitation of Liability

IN NO EVENT SHALL **ZOOM IN DESIGN**, ITS OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES WE PROVIDE UNDER THIS AGREEMENT HOWEVER ARISING, INCLUDING NEGLIGENCE. OUR LIABILITY, AND THE LIABILITY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY AND ALL CIRCUMSTANCES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US PURSUANT TO THIS AGREEMENT, AND (B) \$100.

### III. No Warranties

**ZOOM IN DESIGN** AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS PROVIDE THE WORKS “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UPON ACCEPTANCE OF THE WORKS, YOU AGREE TO ACCEPT THE WORKS “AS IS” AND IN THE CONDITION PROVIDED BY **ZOOM IN DESIGN**.

### IV. Indemnification

You hereby release **zoom in design** and agree to indemnify and hold **zoom in design** and, as applicable, our affiliates, officers, directors, agents, and employees, harmless from and against any and all claims, demand, costs or fees actually incurred, including reasonable attorneys’ fees, made by any third party due to or arising out of or in connection with your breach of this Agreement or the preparation of the Works, or your violation of any law or the rights of any third party.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR

SUSPECT EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT.” BEING AWARE OF THIS CODE RESTRICTION, YOU HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE THEREUNDER IN CONNECTION WITH THE FOREGOING RELEASE, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT.

I have read and agree to zoom in design’s Standard Terms and Conditons.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Privacy Policy

### I. Overview

zoom in design has established this Privacy Policy in order to demonstrate our firm commitment to assisting consumers understand what personal information we collect about our customers and to whom such information may be disclosed. As part of the normal operation of our business and the services we provide, zoom in design collects, uses and may disclose personally identifiable information collected from its customers to third parties under certain circumstances. By accepting this Privacy Policy and our Standard Terms and Conditions, you expressly consent to zoom in design's collection, use and disclosure of your personally identifiable information pursuant to the terms of this Privacy Policy.

### II. Information Collected

zoom in design collects personally identifiable information in order to enhance the experience of its customers and complete customer orders in an efficient and secure manner. Such personally identifiable information may include your name, address, telephone number, email address, credit card number or other applicable billing information and comments or questions that you provide, each of which is collected during your use of our website or upon placing your order.

### III. Use and Disclosure of Personal Information

As a matter of company policy, we do not sell or rent personally identifiable information to third parties for direct marketing activities. **zoom in design** may, however, disclose personally identifiable information to certain third parties in order to resolve disputes, process customer transactions, comply with legal requirements or advertise its products and services. In addition, we may use such information for **zoom in design's** direct marketing efforts. Set forth below are certain ways in which we may use your personally identifiable information or disclose such information to third parties:

- A. Financial Information. **zoom in design** uses certain personal and financial information collected from its customers to process orders and bill its customers for products and services. We may also use such information to determine your eligibility to participate in certain discount, rebate or other similar programs in which you may elect to participate. By making a purchase or placing a purchase order, you consent to **zoom in design** providing your personally identifiable information to our service providers and to such other third parties as we determine necessary or appropriate to process related transactions. These third parties may include a customer's credit card issuer and certain banking institutions used to process and support the applicable transactions. By purchasing or placing orders to purchase products or services offered by **zoom in design**, you consent to us providing such information to these third parties.
- B. Advertising and Promotion. Upon placing an order, customers may request that **zoom in design** create artistic works or other products on the customer's behalf containing certain personally identifiable information or other personal information such as the

customer's family name (and that of such customer's other family members), address, or the date and location of a special event, among other information. **zoom in design** reserves the right to display, showcase, and exhibit any and all works created on behalf of its customers on its website, within its professional portfolio and in all other print, digital and electronic forms of media for the purpose of promoting, marketing and advertising the products and services **zoom in design** offers its existing and prospective customers. Unless otherwise agreed to in writing by the customer and **zoom in design**, by purchasing or placing an order to purchase products or services offered by **zoom in design**, you consent to us displaying, showcasing, and exhibiting any and all works created on your behalf containing personally identifiable information to existing and prospective customers for such purposes.

- C. Direct Marketing Efforts. As noted above, **zoom in design** does not sell or lease personally identifiable information of its customers to third parties for direct marketing efforts. However, you hereby agree to allow **zoom in design** to use your personally identifiable information to contact you and deliver information to you regarding the products and services it provides, including, but not limited to, new product or service offerings, discount or rebate programs, and other materials and communications regarding the products and services offered by **zoom in design**.
- D. Legal Requests. **zoom in design** cooperates with law enforcement agencies and reserves the right to disclose any personally identifiable information about its customers to law enforcement or government officials or personnel as we, in our sole discretion, deem necessary or appropriate in connection with any investigation of fraud, intellectual property infringement or other illegal activity, or which may expose us or our customers to legal liability. By purchasing or placing an order to purchase products or services offered by **zoom in design**, you consent to us disclosing your personally identifiable information for such purposes if we deem such disclosure necessary or appropriate.

#### **IV. Data Security**

**zoom in design implements and maintains reasonable security procedures and practices appropriate to protect the personal information of its customers from unauthorized access, destruction, use, modification or disclosure including the implementation of "firewalls" on its computer systems and physical security measures at its principal place of business. Nevertheless, third parties may unlawfully intercept transmissions or access personal information or private communications. Therefore, zoom in design cannot guarantee that your personally identifiable information will not be illegally accessed.**

#### **V. Change in Privacy Policy**

This Privacy Policy is effective as of the date of your Purchase Order. We may change this Privacy Policy at any time based on comments received from our customers or in order to accurately reflect our current data collection and disclosure policies. All such changes to this policy will become automatically effective after we provide you with at least 30 days' notice of such changes via U.S. mail or email.

I have read and agree to zoom in design's Privacy Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name