



GARNETBLUE WEB SERVICES PAYMENT PLAN CONTRACT

This contract is between GarnetBlue LLC, ("GarnetBlue") located 2355 Highway 26 West, Suite 400, Roseville, MN 55113, and you, GarnetBlue's Customer ("Customer" or "you").

Refunds are not available for any unused portions. This invoice can be paid by check or, if notice of cancellation is not received, your credit/debit card on file will be charged on the due date. GarnetBlue, LLC assumes no liability for any loss or damages caused by the interruption of service for any reason. By paying this invoice, you agree to all the terms and conditions set forth in GarnetBlue's brochures, sales literature, installation instructions, web pages, acceptable use policy, and so on. If notice of cancellation is not received by the due date for hosting and service renewals, GarnetBlue will charge the credit/debit card on the due date if on file. GarnetBlue is not responsible for any loss or loss of data or damage caused by the interruption of service due to non-payment or any other reason. For your protection, GarnetBlue does not provide any warranties, whether express or implied, for its setup of services. Specifically, GarnetBlue disclaims any implied warranties of merchantability or fitness for any particular purpose. GarnetBlue will not be responsible for any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruptions, "down time," or subscriber errors or omissions. If you choose to pay GarnetBlue via a payment plan, all content, images, ideas, work, layouts, files, scripts, databases, and any other part of the website remain the property of GarnetBlue until paid in full. It is your responsibility as the subscriber to maintain current backups and/or copies of information provided by or to GarnetBlue. You are also responsible for making, keeping, and maintaining a backup of your website or business website. GarnetBlue is not responsible for any loss of data, loss of service, and so on, resulting from your failure to make, keep, and maintain a comprehensive backup of your website, database, files, or any content. As the subscriber, it is your responsibility to review and proof all the material or work completed by GarnetBlue. It is crucial that you report any errors or omissions to GarnetBlue. GarnetBlue bears no liability for any service failures caused by third parties. Under no circumstances will GarnetBlue be responsible for consequential damages, including but not limited to those resulting from failure to provide services in accordance with this agreement. GarnetBlue is not accountable for any loss of data or profits due to service interruption resulting from the subscriber's failure to renew or make timely bill payments. In any action regarding an alleged breach by the subscriber, regardless of the requested remedy, GarnetBlue is entitled to reasonable legal fees and costs from the subscriber. GarnetBlue's total liability under this agreement for any claim is limited to the amount received by the subscriber for the services in question. GarnetBlue retains the right to terminate this agreement at its discretion and without partial refund or reimbursement for setup fees or remaining term of service. The subscriber agrees to pay all future invoices by the due date unless written cancellation notice is received by GarnetBlue LLC. Failure to provide cancellation notice will result in the credit/debit card on file being charged on the due date. GarnetBlue LLC assumes no liability for any loss or damage arising from service interruptions. GarnetBlue will not be responsible for any long-distance phone charges incurred by the customer. The subscriber acknowledges that the limitations of liability set forth herein are essential to the agreement between the parties. Once the website is published by GarnetBlue, all work is considered completed. Any changes made to the website after publication will be priced and quoted to the

customer accordingly. GarnetBlue will strive to provide timely and comprehensive translation of promotional materials into a usable website. The customer acknowledges their responsibility to provide GarnetBlue with promotional materials promptly in order to ensure timely completion of the website. The customer also understands that GarnetBlue cannot deliver a functional website without the specific materials required for the project, and therefore, GarnetBlue cannot be held accountable for any delays or non-completion of the website resulting from the customer's failure to provide the necessary materials. Once the customer has approved the work to be done, it is considered final and cannot be changed or modified. Please note that stock or purchased photos may incur additional charges that will be quoted in a separate invoice. GarnetBlue offers standard photo galleries with a maximum of twelve photos. The logos created are optimized for web usage, and high-resolution logos for other purposes can be quoted separately. Basic shopping carts are provided, and any additional features, shipping options, payment methods, or customization can be quoted separately. The website is designed to be compatible with Microsoft Edge, Google Chrome, and Firefox, and is available only in English. Compatibility with other web browsers is not guaranteed or implied. For compatibility with other browsers, please consult a GarnetBlue team member for a personalized quote.

Should the Customer choose to make payments to GarnetBlue through a payment plan, all website content, including but not limited to databases, files, ideas, images, layouts, scripts, and work, will remain the property of GarnetBlue, unless the customer opts to pay the "website buyout" fee stated on the original sales invoice. It is understood by the customer that any attempt to duplicate, store, distribute, or repost any portion of the website is a breach of this agreement, and the customer is liable for payment of the "website buyout" fee specified in the contract. Additionally, GarnetBlue reserves the right to charge the customer's credit card on file for the "website buyout" fee (Standard + Payment Plan) immediately.

In the event that GarnetBlue discovers any violation of the terms of this agreement by the customer, and if the Customer has selected a payment plan, FTP access, content management, and any other form of access to website images, files, databases, scripts, etc., will be revoked. Before GarnetBlue commences any work, the customer must make a payment or the initial payment if using a payment plan. Failure to make monthly or scheduled payments under a payment plan will result in immediate deactivation of the website by GarnetBlue. However, if the Customer brings the account back into good standing within 30 days, GarnetBlue will reactivate the website. It is a requirement under a payment plan that the customer always maintains a valid credit card on file.

SIGNATURE: _____

**IT IS NOT REQUIREMENT TO SIGN THIS FORM FOR THE SUBSCRIBER TO BE BOUND BY THE
AFOREMENTIONED TERMS AND CONDITIONS.**