

Service Insight Terms and Conditions

Service Insight is a subscription service that allows subscribers to integrate an ever-expanding library of digital content into existing Client website.

By subscribing to Service Insight you are agreeing to the following Terms and Conditions.

For the purposes of these Terms and Conditions, you will hereby be referred to as “Client” and the licensors of Service Insight, Splash Omnimedia, will be referred to as “Splash”.

Both Client and Splash acknowledge that these Terms and Conditions represent a legally binding agreement, and its terms cannot be modified except by mutual agreement of the parties.

I. Access to Website

Client authorizes Splash to access the client website or to submit code to the authorized administrator of the client website in order for the Service Insight product to be properly displayed.

II. Compensation

Client agrees to maintain a credit card on file for the sole purpose of a monthly debit in the amount of \$50.00. This monthly debit will occur on or about the 15th of each month. If Splash has designed and is currently hosting the client website, there will be no set up fee. If Client website is currently being hosted by another website provider, there will be a set up fee in the amount of \$500. If Client fails to make payment, the user rights to said product will be revoked immediately and all past money will still be payable.

III. Product Web Hosting

Client acknowledges and agrees that client doesn't own all or part of the Services Insight product and is being assigned rights for use within the Client website only. No product video or portion of said product video can be reproduced or removed from Service Insight. Splash Omnimedia is the sole owner and can revoke all user rights of said product if Splash Omnimedia deems these Terms and Conditions have been violated. Client also acknowledges and agrees that no portion of said product is transferrable.

In no event will Splash be held liable to client for any consequential, incidental, exemplary, indirect, special or punitive damages whatsoever (including damages for lost profits or loss of business) arising out of or related to (I) the services, (II) your

use of any data, information or 3rd party software available through Splash, (III) this agreement or (IV) Client's assigned website regardless of the nature of basis of the claim including but not limited to Tort, Contract, or Strict Liability claims, (V) unauthorized use of a password or access to client website. In addition, Splash shall have no liability of any kind or nature to client arising out of or related to Client's use of or inability to use client's assigned product.

IV. Governing Law/Jurisdiction

This agreement, in its validity, construction and performance, shall be governed in all respects by the laws of the State of South Carolina, regardless of the place of acceptance of this agreement. Both parties agree to hereby submit to the jurisdiction of the state of South Carolina, county of Lexington and to seek remedy by court-sanctioned arbitration before resort to tort action. If indeed litigation and/or arbitration occurs, all parties agree to the jurisdiction of Lexington County, South Carolina.

V. Modification

These Terms and Conditions contain the entire agreement of Client and Splash. No representations were made or relied on by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of both parties. No modification of either party which would have the effects of modifying the obligations of the other party (except as to lessen the same) shall be effective unless a memorandum regarding same is executed by an executive officer of both parties.

By subscribing to Service Insight, the Client is agreeing to these Terms and Conditions in full and is acknowledging they will be in full effect for all client business transfers and assignments.