

## **CUSTOMER PROFESSIONAL SERVICES AGREEMENT (PSA):**

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"Content" means any data file, written text, computer software, music, audio file, or other sounds, photographs, videos or other images you or your users may access or create through the Services. You agree to bear sole responsibility for any Content you or your users create, transmit or display while using the Services. You retain all of your ownership rights in your and your user's submissions. You may not create, transmit or permit display of Content that is inconsistent with Wedica's mission.

Wedica's mission is to provide leading technology, website development, internet marketing, creative design, and various other business development and coaching services for individuals and organizations who wish to reach their audience, communicate their message, deliver their products and services, and help people learn about the Gospel and salvation through Jesus Christ.

### 1. Accepting the PSA

1. You accept each and every provision of the then-current PSA by using any of the Services or by clicking the button at the Site to confirm any order of Services. If you do not agree, then do not use the Site or use or order the Services.

### 2. Mission

1. Wedica conforms its mission and practices to the statement of faith of the National Association of Evangelicals (<http://www.nae.net/about-us/statement-of-faith>) Wedica serves only those organizations whose practices are consistent with that statement of faith. By accepting this PSA, you represent to Wedica that your practices are consistent with that statement of faith, and you will maintain such consistency ongoing, together with any later changes to that statement of faith as may be made from time to time by the National Association of Evangelicals.

### 3. Explanation of Service

1. Wedica guarantees that the web-based portions of your Service will have an annual up time of 99% or greater. For each full annual percentage deficit in Wedica's provision of those Services, you are eligible to receive a credit equal to the same percentage of your annual payment.
2. Wedica provides remote email and/or phone technical support Monday-Friday from 9 a.m.-5 p.m. EST for anything broken or malfunctioning in the Services that is delivered by Wedica. Wedica is not responsible to support hardware, software, networking, or technology that Wedica did not deliver, even if such malfunction interferes with your use

of the Services. Wedica may deliver its Services with hardware or software provided by third party vendors and all relevant support or warranty for that hardware or software is solely obtained from those vendors.

3. If you fail to follow Wedica's design process, or if you choose to disregard Wedica's design recommendations, then you will be solely responsible for the results of your design choices and process. Creative differences, or your dissatisfaction with Wedica's design for you, will not result in any redesign or refund.
  4. Wedica uses 128-bit encryption to encrypt, secure, and protect data from interception, loss, or theft.
  5. Wedica will cooperate with government officials if you use the Services for any unlawful purpose, or if Wedica is served with relevant legal process.
4. Content in Services
1. You agree to abide by Wedica's Content Policy. The Content Policy permits your use and display of "Content" (see Content Policy), but requires you to be vigilant and accountable to Wedica as to all materials you place on your site or permit to be placed on your site. You agree to use only those created materials that you have created or licensed, and not to use materials that infringe copyrights. You retain all of your ownership rights in your user submissions and content you create. Wedica is not responsible for the accuracy, usefulness, safety, or rights of copyright or trademark in, to or arising from your user's submissions.
  2. Wedica's Content Policy prohibits your use or display of "Non-Acceptable Content" (see Content Policy), which includes but is not limited to pornography, copyright infringing materials, and spam. You should diligently ensure your continued familiarity with the Content Policy, as its violation is grounds for Wedica's termination of Services to you.
5. Use of Wedica Resources
1. Wedica routinely monitors its Site and the overall resource utilization for all clients of our Service. Wedica does not routinely monitor your individual resource utilization of our Service; however, Wedica reserves the right to suspend your Service if it interferes with the Site, Wedica's operations, or the normal operations of other Wedica clients.
6. Termination of Services
1. If you want to terminate all or part of the Services provided to you, you may do so by either contacting Wedica by email at [customerservice@wedica.com](mailto:customerservice@wedica.com) or visiting <http://www.wedica.com/clientcancel> (by submitting a "cancel request"). Any fees paid by

you prior to your termination are nonrefundable, including any fees paid in advance for the term during which you terminate. Termination of your account does not relieve you of any obligation to pay any accrued fees or charges. Termination of your account will promptly cut off all public access to the Services. Wedica may delete all information and data stored in or as a part of your account(s). You agree to pay fees associated with any special requests you make of Wedica, including but not limited to, domain transfers, retrieving custom design files, DNS & email changes, retrieving a copy of your data, and so forth.

2. Wedica may at any time without prior notice, immediately terminate or suspend all or a portion of your account and/or public access to your site or the Service for violation of the PSA. Wedica will provide reasonable time (not to exceed 10 business days) for you to move your content out of the Services via non-public means. Any termination of Services will be made at the sole discretion of Wedica and without refund.
  3. Services provided by Wedica may require that you annually update the information you provided on your original order. Failure to update this information and renew your license may result in termination of your Service.
  4. Wedica reserves the right to discontinue or modify any aspect of the Site or the Services at any time.
7. Indemnity
1. You will indemnify and hold harmless Wedica, its owners, officers, employees and affiliates from any liability, damage or cost (including reasonable attorney fees and costs) from any claim or demand whatsoever that is made by any third party due to or arising out of your use of the Services, including (but not limited to) your violation of the PSA or claim that your materials or activities infringe the intellectual property rights of others.
8. Arbitration and Mediation
1. You agree that any dispute related to this agreement must be resolved by mediation or arbitration under the "Rules of Procedure for Christian Conciliation" ("Rules") contained in the Peacemaker Ministries booklet, Guidelines for Christian Conciliation.
  2. If resolution of the dispute does not result from mediation, the matter must then be submitted to an independent and objective arbitrator for binding arbitration. Consistent with the Rules, you and Wedica must agree to the selection of the arbitrator. You and Wedica agree that if there is an impasse in the selection of the arbitrator, the Institute for Christian Conciliation division of Peacemaker Ministries of Billings, Montana [(406) 256-1583], will be asked to provide the name of a qualified person who will serve in that

capacity. Consistent with the Rules, the arbitrator must issue a written opinion within a reasonable time.

3. The parties agree that arbitration as set forth above is the exclusive means to resolve disputes arising from this PSA, and consequently the parties agree to waive the right to file a civil lawsuit in court, with the exception of the following, to:
  1. Enforce a legally binding mediation agreement or arbitration decision or award;
  2. Collect all fees submitted to the arbitrator by Wedica that represent the legal preparation cost of this process even if the arbitrator does not award enough to cover all these fees;
  3. Collect additional costs that are a result of recovering the amount of the award; or to
  4. Enforce Wedica's right to receive and to collect any sum of money which may be due and payable to Wedica in accordance with the provisions of this Agreement
4. In the event of mediation and/or arbitration, all fees charged by the mediation / arbitration service and/or the mediator / arbitrator are to be paid equally by both parties as they are incurred, except that only the party producing evidence (such as but not limited to evidence from expert witnesses) pays for any related fees.
5. Governing Law and Jurisdiction: Pennsylvania law governs this PSA. Jurisdiction and venue for any disputes that may arise and remain unresolved after mediation or arbitration or both (consistent with the above requirements making arbitration the exclusive means for dispute resolution), lie exclusively in the courts in and for Lancaster County, Pennsylvania.

#### 9. Modifications of PSA

1. Wedica may modify the PSA from time to time. You may not modify any part of the PSA except with Wedica's written approval in advance. Wedica maintains the then-current PSA at <http://www.wedica.com/psa>. Wedica may adjust your subscription fees from time to time, but only upon 15-days' advance notice to you.

#### 10. Enforcement of PSA

1. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the PSA is invalid, then that provision will be removed from the PSA without affecting the rest of the PSA. The remaining provisions of the PSA will continue to be valid and enforceable.

#### 11. Remedies of Wedica

1. Wedica's remedies are cumulative. You agree that if Wedica does not exercise or enforce any legal right or remedy which is contained in this PSA (or which Wedica has the benefit of under any applicable law), this will not be taken to be a formal waiver of Wedica's rights and that those rights or remedies will still be available to Wedica. If your malicious or grossly negligent action or inaction results in a loss to Wedica then Wedica is entitled to payment from you that covers Wedica's entire loss.

## 12. Remedies of the Client and Limitation on Wedica's Liability

1. You agree to provide written notice to Wedica of any claim or dispute you have against Wedica by stating the specific nature and cause. Unless specified otherwise in this PSA, for any claim that you may have against Wedica, you agree that the only remedies available to you are as follows:
  1. Wedica uses commercially reasonable efforts to resolve cause of your claim
  2. Wedica returns the fees that you paid for the Services related to the claim
2. Acceptance of this PSA expressly waives any and all rights and remedies available to you by the Uniform Commercial Code or any other applicable laws.
3. The liability of Wedica to you or any third party associated with you is limited to the amount of all payments received by Wedica from you for the Services. You agree that Wedica will not be liable to you or any third party associated with you for any other payments for tangible or intangible damages, of whatever cause or origin, including but not limited to actual, declaratory, incidental, compensatory, punitive or other damages, together with attorney fees and costs, for any losses, recoveries, settlements, judgments, claims or causes of action.

## 13. DISCLAIMER OF WARRANTIES

1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WEDICA AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM 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. IN PARTICULAR, WEDICA AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR

ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE OR HARDWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEDICA OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE PSA.

#### 14. License

1. Wedica grants you a limited, non-exclusive, non-transferable, revocable license to use the Services, software, data storage and any accompanying materials. Software included with the Service is licensed and not sold. You agree that you will not, under any circumstances, copy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Services provided by Wedica, in whole or in part.
2. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Site and Services that prevent or restrict use or copying of Wedica's content or otherwise limit use of the Site.
3. WEDICA, Wedica's logo, together with such other trademarks, service marks and logos contained at the Site are owned or licensed by Wedica. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. You are not granted any Mark license rights whatsoever through this PSA. Unless you have Wedica's prior written consent, you are prohibited from representing to others that you are in any way affiliated with Wedica.
4. Wedica reserves all rights not expressly granted in and to the Site and the Services. Wedica owns all the Site content and any content provided through the Services, including but not limited to the media elements, text, documents, descriptions, products, software, graphics, photos, sound, videos, interactive features, services and any other content on the Site ("Media Elements").
5. The Media Elements at the Site are generally for your non-business use only. If you desire to use the Media Elements for business use, please contact customer service at Wedica in advance of any actual use. Except for those permitted uses, the Media Elements may not be otherwise used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, decompiled, reverse-engineered, or exploited for any other purpose whatsoever without Wedica's prior written consent. You may not use the Media Elements:

1. By granting your users the right to license or distribute Media Elements to others;
  2. To imply endorsement of your entity or activity by others;
  3. To create obscene or scandalous works; or
  4. To create any result that is inconsistent with the Content Policy or Wedica's mission.
6. This section shall survive any termination of the PSA.

#### 15. Payment

1. You agree to make prompt payment(s) by check, credit card, or direct debit (unless otherwise agreed upon) according to the payment details stated on your invoice of billed Services (except when express written permission is given by Wedica). All sales are final and no refunds of any type are available. Failure to pay any invoice by due date can and will result in late fees and termination of Services.
2. Wedica, upon 15 days notice, may at any time change the price of its services, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription term will apply to subsequent subscription terms and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your Service. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.
3. If there are any current or future applicable taxes for the Service or products purchased from Wedica, you are required to pay them. If Wedica pays the taxes for you, then you are required to reimburse Wedica immediately.

#### 16. Miscellaneous

1. This PSA, and any rights and licenses granted by it, may not be assigned or transferred by you. Wedica, however, may assign this without restriction.
2. A finance charge of 1.5% per month on the unpaid balances over 30 days, or the maximum amount allowed by law, will be charged on past due accounts. Payments will be applied first to the accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts must be paid by you. If payment of invoices is not current, then Wedica may suspend your Service. Suspension of Service will not release your unpaid balance remaining outstanding. Time payment plans are not available with the pay-by-check option.