



8. Warranties. Designer does not warrant that the functions contained in the Website will meet the Client's requirements or that the operation of the Website will be uninterrupted or error-free. Designer represents and warrants that Designer has the power and authority to enter into and perform its obligations under this Agreement and Designer's services under this Agreement shall be performed in a workmanlike manner. Client represents that Client has the power and authority to enter into and perform its obligations under this Agreement and Client's Website content (the "Content") does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third Party, including without limitation, export laws, or any proprietary, contract, moral or privacy right or any other third Party right. Designer represents and warrants that the web pages, excluding the Content supplied by Client, do not infringe upon or violate any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. Client represents and warrants that it shall not (i) use the Website or Services provided to Client to send unlawful, misleading or harassing mail messages; (ii) engage in harassing behavior whether through language, frequency or size of email message; and (iii) solicit mail for any other email address other than that of the Client's account with the intent to harass or to collect replies.

9. Indemnification. Client agrees to indemnify, defend and hold harmless Designer and defend any action brought against the same with respect to any claim, demand, cause of action, debt or liability including reasonable attorney's fees, to the extent that such action is based upon a claim that: (i) If true, would constitute a breach of any of Client's representations, warranties or agreements hereunder; (ii) Arises out of the negligence or willful misconduct of Client; and (iii) infringes upon or violates any rights of third Parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. Designer agrees to indemnify, defend and hold harmless Client and defend any action brought against the same with respect to any claim, cause of action, debt or liability, including reasonable attorney's fees, to the extent that such action arises out of the gross negligence or willful misconduct of Designer or to the extent that the web pages, excluding the Content supplied by Client, infringe upon or violate any rights of third Parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

10. Limitation of Liability. Designer shall have no liability for unauthorized access to or alteration, theft or destruction of the Website or Client's data files, programs or information through accident, fraudulent or unauthorized means or devices. Designer shall have no liability with respect to Designer's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental or punitive damages even if Designer has been advised of the possibility of such damages. In any event, the liability of Designer to Client for any reason and upon any cause of action shall be limited to the amount of actually paid to Designer by Client under this Agreement. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts.

11. Amendment & Enforceability. No amendment, waiver or modification of this Agreement or any provision shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by Designer and Client. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, administrative agency or as a result of future legislative action, such holding or action shall be strictly construed and the unenforceable provision shall be deemed severable from the remainder of the Agreement to the extent permitted by law. The validity or effect of any other provision of this Agreement shall remain binding with the same effect as though the void parts were deleted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

CLIENT, Christal Cerrone
hereunto duly authorized

DESIGNER, Hyers Design by Vallyre Hyers
hereunto duly authorized