

**THIS DOCUMENT IS FOR REFERENCE ONLY**

The terms below no longer apply and are void and of no legal effect.

Please visit <http://legal.newfold.com> to access Newfold’s latest terms and conditions or <https://newfold.com/privacy-center> for Newfold’s privacy center.

[If you have any questions or concerns, please contact us for further assistance.](#)

**CUSTOM BUSINESS VIDEO SERVICE AGREEMENT**

In addition to the terms and conditions set forth in the [Master Service Agreement](#), the following additional terms and conditions shall apply to all purchases of a Custom Business Video:

1. **Description of Services.** Custom Business Video is a service that enables you to work directly with a Web.com Project Coordinator to develop a customized strategy and create a Custom Business Video (hereinafter referred to as the “Video”) for your business. Based on the terms of your specific Customer Order (“CO”) agreement, Web.com will create either: (1) a montage Video showcasing an individual entity, such as a business, product or service, through the use of still imagery, royalty-free music and a professionally recorded voiceover or (2) an original content Video where a member of our network of videographers comes to your location to capture a unique message in an on-site video shoot with information and/or materials that you supply. The features of these Video options are set forth below:

| Custom Video Option  | Montage  | Original Content  |
|----------------------|--|---|
| <b>Video Content</b> | <ul style="list-style-type: none"><li>▪ Up to 60 seconds in duration</li><li>▪ Leverages stock or custom still imagery</li><li>▪ Royalty-free music</li><li>▪ Professionally recorded voiceover</li><li>▪ On-screen text</li><li>▪ 10-day turnaround from complete receipt of materials from customer</li><li>▪ 1 free Pre-publish revision</li><li>▪ Annual Video refresh</li></ul> | <ul style="list-style-type: none"><li>▪ Up to 60 seconds in duration</li><li>▪ Full-motion video shot on-site</li><li>▪ Royalty-free music</li><li>▪ Professionally recorded voiceover</li><li>▪ On-screen text</li><li>▪ 10-day turnaround from complete receipt of materials from customer</li><li>▪ 1 Free Pre-publish Revision</li><li>▪ Annual Video refresh</li></ul> |

Once the Video is complete, Web.com shall provide hosting for the Video and will upload the completed Video to up to two Web.com managed online properties, including, but not limited to, your Leadsite, your Advanced Custom Website or your Google + Local Business profile. Web.com will also work to optimize the Video for search engine placement in an effort to generate phone calls, emails and form submissions through the LeadSite, Advanced Custom Website or your Google + Local Business profile.

Web.com reserves the rights to amend its Custom Business Video Service, and to add, delete,

suspend or modify the terms and conditions of such Custom Business Video Service at any time and from time to time without prior notice to you, and to determine whether and when any such changes apply to both existing and future customers.

2. **Your Obligations.** You shall be responsible for the following:
- A. Providing Web.com with the following information and/or materials (where applicable): business background details, website URL, company logos, images, scripting input, videos, video shoot availability options and video revisions;
  - B. Ensuring the accuracy of all information provided to Web.com in conjunction with the purchase and sale of the Services, including, without limitation, content, business information, and contact information for you;
  - C. Obtaining Internet connectivity to access the Video, to send and receive e-mail, and to otherwise access and utilize the Internet;
  - D. Providing current and updated contact information (including e-mail address and fax number) for Web.com's use in contacting you concerning the Custom Business Video Service;
  - E. You represent to Web.com that you are at least eighteen years old, that you are authorized to enter into this Agreement on behalf of any organization or company, if applicable. You further represent to Web.com that you are responsible for supervising the activities of any underage user;
  - F. Acquiring any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;
  - G. Acquiring any intellectual property rights, including trademark rights;
  - H. Ensuring that any and all content provided by you does not infringe or violate the intellectual property rights or any other right of any third party. By using the Custom Business Video Service, you represent and warrant that any content submitted to be used as all or part of the Video does not infringe any trademark or any other rights of any third party. You acknowledge and agree that Web.com shall have no liability and shall be held harmless for any Content provided by you that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.
  - I. Contacting Web.com promptly with notice of your decision to cancel or discontinue the Custom Business Video Service starting from the date of sale;
  - J. **Preview and Approval.** If you purchase the Custom Business Video Service and fail to sufficiently engage or provide necessary content, Web.com is permitted, in its sole discretion, to use stock imagery to build your Video. Following your required engagement and initial Video build, Web.com will notify you via email when your Video is complete. The notification email will include an attached preview link for you to view the completed Video.

- You must request any revisions you may have to your Video within five (5) business days of receipt of the notification email. If we do not hear from you within this five-day period, we will post the Video that was presented in the notification email. If revisions are requested, you must notify your Web.com Project Coordinator of the specific nature of error, omission or concern regarding your Video. You are entitled to one free round of revisions for the Video, and you acknowledge and agree that the extent of such revisions shall be subject to the sole discretion of Web.com. You will receive another notification email when your revised Video is completed. Your Video is subject to publication without further notice or change once the review periods described above ends, or your one free round of requested revisions has been completed, whichever occurs first. Additional fees may apply for certain changes such as additional revisions outside of the (1) one free revision round provided.
- K. Responding promptly to various requests necessary for the project to move forward in a timely manner. During any stage of the Video creation process, a Project Coordinator will be working with you to gather information to start, feedback to revise, or approval to complete your Video. If a response is not received from you for more than twenty (20) business days, the Video shall be considered "completed" and payment is due under the terms of your CO agreement(s). Web.com reserves the right to charge you a fee for repeated missed consultations or video shoots, repeated rescheduling of consultations or video shoots related to the creation of your Video.
- L. You acknowledge and agree to fully cooperate in the fulfillment of your Video. You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, failure to provide required information or content, or your lack of cooperation.

### **3. Fees & Payment Terms.**

- A. **Payment Terms.** Fees for the Custom Business Video Service shall be paid by valid payment method (acceptable to Web.com) at the time of purchase at the fee set forth in your CO agreement. Your payments for the Service shall be automatically charged to the credit card provided by you (and acceptable to Web.com) at the time of your purchase, and you hereby agree that Web.com is authorized to so charge the payment method on file. Web.com, in its sole discretion, shall determine the prices it will charge for the Service, and the terms and conditions applicable to the same, and Web.com may, upon providing notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Custom Business Video Service, as applicable) within thirty (30) days from the date of your notice; otherwise all such changes shall be effective with respect to your account, and you agree that we are authorized to charge your credit card for any applicable Custom Business Video Service fee.

Your Custom Business Video Service shall be billed either (i) on a month-to-month installment basis for 12 successive monthly periods at the monthly rate outlined in your

CO agreement; or (ii) for a one-time payment at the rate outlined in the CO agreement, unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then current terms and conditions of this Agreement at the time of any renewal of your monthly installment payments (if applicable).

- B. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of Service fees. You agree to submit any claims or disputes regarding any charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.
- C. **Termination.** Web.com may at any time terminate the Custom Business Video Services or terminate this Agreement in its sole and absolute discretion for any or for no reason. Web.com will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination, Customer shall remain liable for any amounts due through the date of such cancellation or termination. Should you desire to cancel your Custom Business Video Service, you **must** call your Web.com Project Coordinator at least fourteen (14) days prior to your next installment payment. E-mail or any other forms of attempted cancellation are **not** valid. Cancellation of Custom Business Video Services will be processed within 48 hours of receipt of request. Cancellations by you may be subject to a cancellation or early termination fee as outlined in your CO agreement. Cancellation requests made after the renewal of the next installment for the Service will be valid only at the end of the then current 30-day billing cycle, at which time such Service will be canceled and any early termination fees may be collected.
- D. **Time Constraints.** Unless otherwise specified in writing by Web.com, all projects will be considered completed upon delivery of the completion notification email that is accepted by Customer as described above. Any additional work will be considered out of the scope of the initial project and subject to additional charges.
- E. **Video Shoot Cancellation or Reschedule Fee.** If you wish to cancel or reschedule a professional video shoot, you must do so at least 24 hours before the scheduled date and time provided by your Project Coordinator. If you cancel or reschedule a shoot on less than 24 hours' notice, you agree to pay any applicable Cancellation or Reschedule Fee.
- F. **Refund Policy.** You understand that all Custom Business Video sales are final and refunds may only be issued where Web.com has determined in its sole and absolute discretion that the project parameters have not been fulfilled.
- G. In addition to recurring Service fees, Web.com may charge other one-time fees for optional Video services as required such as additional video revisions, additional on-site video shoots, shoot reschedule or cancellation or various other one-time Video creation

services. Applicable one-time fees shall be charged to the payment method provided by you (and acceptable to Web.com) at the time of your purchase, and you hereby agree that Web.com is authorized to so charge the payment method provided by you.

Web.com, in its sole and absolute discretion, shall determine the prices it will charge for such one-time fees.

4. **Intellectual Property.**

- A. You understand that Web.com retains the rights to all Custom Business Videos and does not transfer any rights to any Video to you unless and until you have purchased the Video. Upon purchasing a Video, Web.com transfers rights in accordance with the terms herein and according to Services purchased by you. As between you and Web.com, any Content provided by you to Web.com for inclusion in any Custom Business Video shall remain your sole and exclusive property. You acknowledge and agree that all Content is owned by you or that you have a legal right to such Content. You acknowledge and agree that all right, title and interest in and to licensed images, audio or any Web.com Intellectual Property Rights (as defined in the Master Service Agreement) developed, comprising, embodied in or practiced in connection with the Custom Business Video Service are owned by Web.com or its licensors. Web.com's ownership and intellectual property rights for licensed images or audio are perpetual, and continue even after you purchase a Video.
- B. **Third Party Licenses and Offerings.** You acknowledge and agree that your use of any third-party products, services or any other Third-Party Functionality (as defined in the Master Service Agreement) to which you are provided access as part of the Custom Business Video Service is in accordance with the terms of any relevant third-party licenses, agreements and/or terms and conditions. Your failure to abide by any such third-party licenses, agreements and/or terms and conditions may result in the immediate termination of your Services provided by Web.com.
- C. **Use of Video & Images.** Your use of any video, content, images or pictures that are made available by Web.com as a part of the Custom Business Video, or any other Web.com Service is governed by the terms of this Agreement.
- D. You agree that you will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense or rent any content, image or picture that is made available to you by Web.com or that is part of the Video. You expressly agree that you will not use any Video, content, images or pictures in any way that may infringe in any way the rights of Web.com or any third parties. Web.com and its partners and/or licensors retain all rights, title and ownership to the intellectual property, software, tools, content, images and pictures that are made available to you. You agree that your use of the Video, content, images or pictures made available by Web.com do not give you any rights in such content, images or pictures. Web.com shall also have the right to display your Video on its online properties as an example of the video work Web.com is able to provide for its customers.

- E. **Infringing Content.** Web.com reserves the right to reject, alter, or modify any Content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols or audio) which Web.com in its sole and absolute discretion deems to be:
- a. An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right. By using the Service, you represent and warrant that any image, text, name or word submitted to be used as all or part of the Video does not infringe any trademark or domain name rights of any third party. Moreover, you warrant that you have a present good faith intention to use the Video in connection with a commercial or personal endeavor;
  - b. In violation of any federal, state, county, municipal or other laws, regulations, governmental agency orders, and court orders;
  - c. Offensive, which shall include, without limitation, bigotry, racism, discrimination, hatred, or profanity; disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county or municipal law, regulations, governmental agency orders, or court order; stating or implying that the Video is placed by Web.com or any party with a contractual relationship with Web.com, or that such parties endorse your products or services;
  - d. Violent or encouraging violence;
  - e. Disparaging, defamatory, libelous, or resulting in an invasion of privacy;
  - f. Promoting or providing instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct;
  - g. Promoting or facilitating, or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities; or
  - h. Intentionally holding of Web.com (including its affiliates) or their employees or stockholders up to public scorn, ridicule, or defamation.
  - i. Web.com neither sanctions nor permits Videos that contain illegal or obscene material or foster or promote illegal activity. Web.com reserves the right to immediately suspend or terminate the Services (including terminating your license

to any Video) to any Customer that violates this policy, without prior notice. In the event of such termination, you agree that the unused portion of any fees you may have paid for any Services rendered to you by Web.com are an appropriate recompense to Web.com for the time required to respond to and address issues created by your illegal or obscene content, and you agree not to seek recovery of those fees. Further, should you violate this policy, Web.com will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about you, the Video, the illegal or obscene Content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene Content.

- F. **Information and Content You Provide.** If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Web.com has the right to suspend or terminate your account and refuse any and all current or future services (or any portion thereof). You acknowledge that Web.com does not pre-screen content, images and inventory. Web.com and its designees shall have the right to remove any content that violates our [Acceptable Use Policy](#). You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by Web.com or submitted to Web.com.
- G. **Content.** You are responsible for obtaining all necessary licenses and authorizations to use any content you provide for inclusion or request us to include in your Video, including, without limitation, releases (in a form approved by us) from persons appearing in such content, testimonials, and images of products. You agree that all content you provide is Client Content and you remain solely responsible for any disputes related to this content. If we create or supply any content for your Video, the content we create is our sole and exclusive property, except for Client Content and content we license from a third party. We will not return any content, footage or other media you provide. We make no license or warranty regarding content you provide. We may terminate the license upon written notice to you if you breach this Agreement.
- H. You further agree that Web.com cannot and does not guarantee or warrant that data files available for downloading through the Custom Business Videos will be free of defects, infection or viruses, worms, Trojan horses or other code that manifests contaminating, malicious or destructive properties. You are solely responsible for implementing adequate procedures to satisfy your particular requirements for data security.
- I. You further acknowledge and agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information that you transmit or receive over the Internet. You agree that Web.com is not responsible for invalid destinations, transmission errors or corruption or security of your data, computers or networks.