

Terms and Conditions

The Services

From the Effective Date until this Agreement is terminated, Vendor shall provide the services set forth in the statement of work (the “Statement of Work” and such services, the “Services”) to Client on the terms and conditions set forth herein. All Services performed pursuant to this Agreement will be in accordance with Client’s reasonable directions as set forth in this Agreement. Any amendments to the SOW to include additional services must be set forth in writing by both Client and Vendor. Payment for the Services will be as set forth in the SOW. Payment shall be due promptly after, but in any event within thirty (30) business days of, receipt by Client of an invoice from Vendor.

Account Registration

Client shall create an account within the Services. Client is responsible for (a) ensuring that Client’s account registration information is complete and accurate; and (b) the security and confidentiality of Client’s account credentials. Client shall designate at least one authorized user who shall have administrative access to Client’s account, with full access privileges and the authority to place orders (the “Authorized User”) may, in its sole discretion, refuse to comply with any request if the identity of the Authorized User or the officer making any such request cannot be reasonably verified. The Services may only be used by Client’s authorized employees, agents or contractors in the performance of their duties to Client. Client shall notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Client is solely responsible for all activity which occurs within Client’s account and for the actions of its employees, contractors or agents, whether or not such person is or was acting within the scope of their employment, engagement or agency relationship.

Intellectual Property

Vendor reserves all its pre-existing intellectual property rights. Client may use the cards for personal or business purposes but may not replicate or reproduce the design without written consent from the Vendor.

Creative Materials

The Client shall remain the owner of all such Materials. Vendor shall not bear any liability for the information set forth on the Materials and shall be indemnified by the Client for any cause of action brought by any third-party arising out of the information set forth in the Materials. Client represents and warrants that the Materials shall not (a) infringe any third party right, including, without limitation, third party rights in patent, trademark, copyright, or trade secret; or (b) constitute a breach of any other right of a third party, including without limitation, any right under contract or tort theories.

Term

This Agreement shall be effective as of the date hereof (the “Effective Date”) and shall have a term of twelve (12) months (the “Term”). The Agreement shall automatically renew for an additional twelve (12) month term (the date of such renewal, the “Renewal Date”), unless otherwise terminated in accordance with its terms. Either party may decline to renew this Agreement by providing thirty (30) days’ written notice in advance of the Renewal Date of their election not to renew. Either party may terminate this Agreement if the other party materially breaches its obligations hereunder and such breach remains uncured for thirty (30) days following the written notice of such breach to the non-breaching party. In the event of termination by the Client prior to the end of the Term or the termination by Vendor for failure by the Client to make payment when due, the Client will be responsible for outstanding payments due for Services already rendered.

Assignment

Neither party may assign this Agreement, in whole or in part, without the other party’s prior written consent, except that either party may assign this Agreement without the other’s consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and void. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties’ respective successors and permitted assigns.

Notices

All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be delivered by hand or by email or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand or by email (to the extent that no “bounce back” or similar message indicating non-delivery is received with respect thereto), or if mailed, three calendar days after mailing (or one business day in the case of express mail or overnight courier service), as follows (or at such other address for a party as shall be specified by like notice).

Amendment and Waiver

This Agreement may not be amended, altered or modified except by a written instrument executed by Client and Vendor. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. Any waiver must be by a written instrument executed by the party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Complete Agreement

This Agreement embodies the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Governing Law; Jurisdiction and Venue

This Agreement and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed under, the laws of the State of New York, without giving effect to its conflict of laws principles. To the extent permitted by law, each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any state court sitting in the State of New York located Manhattan, New York or United States federal court sitting in Manhattan, New York over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts. In the event of any litigation regarding or arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, attorneys' fees and costs incurred therein or in enforcement or collection of any judgment or award rendered therein.

Captions

The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Counterparts

This Agreement may be executed in one or more counterparts, any one of which may be by facsimile or e-mail, and all of which taken together shall constitute one and the same instrument.