
THIS PERSONAL WEB SITE AGREEMENT (this "Agreement") is made between ACT II Jewelry, Inc., DBA **lia sophia**, a Delaware Corporation with its principal place of business at 1235 Mittel, Wood Dale, IL 60191 ("**Is**"), and the undersigned Independent Advisor of **Is** ("Advisor"). This Agreement shall become effective upon acceptance by **Is**.

Background: Advisor is engaged as an independent advisor to promote and sell **Is** products pursuant to that certain Advisor Application-Agreement between the parties (the "Application"). **Is** has engaged the services of third-party vendors to provide website design. As part of such online presence, **Is** has arranged for the development and hosting of uniform personalized websites for its independent Advisors and Advisor wishing to take advantage of such Services.

NOW THEREFORE, the parties agree as follows:

1. Engagement. Advisor hereby engages **Is** to provide or arrange for the provision of website design and hosting services along with related computer and technical services for use in Advisor's business of promoting and selling **Is** products (the "Services").
2. Vendors. Advisor understands and agrees that **Is** may contract with one or more third-party vendors to actually provide the Services ("Vendors") and that such Vendors are hereby expressly made third-party beneficiaries of this Agreement. In addition, Advisor hereby accepts and agrees to be bound by the terms of any agreement between **Is** and the Vendors and grants **Is** the authority to negotiate, in its sole discretion, the terms of such agreements.
3. Payment. Advisor shall be billed monthly fee of \$9.95. Special promotion rates may apply and will be billed accordingly. **Is** shall have the authority to adjust the amount of the Fee upon thirty (30) days notice to Advisor. The initial term shall begin on the date of your enrollment after acceptance by **Is**. Advisor hereby authorizes **Is** to charge the amount of the Fee to the credit card account set forth at the end of this Agreement initially. Fee is non-refundable upon termination of service.

The advisor may elect to update their credit card or cancel their personal web site up to 24 hours prior to the billing/subscription anniversary date.

4. Termination. This Agreement shall terminate as follows:
 - (a) Immediately upon termination of the Application;
 - (b) Immediately upon Advisor's failure to pay the Fee;
 - (c) Immediately upon **Is**'s determination, in its sole discretion, that Advisor has misused the Services or otherwise breached this Agreement; or
 - (d) Immediately upon the termination of any agreement with a Vendor that is necessary for **Is** to continue providing the Services.

5. Advisor's Website. **Is** and/or the Vendors will develop one or more uniform website designs for use by the Advisor, which, to the extent determined by **Is**, Advisor will be able to customize (the "Advisor Website"). Advisor may not alter the uniform portions of the Advisor Website. The uniform portions and design of the Advisor Website may be changed from time to time at the sole discretion of **Is**.

6. Advisor Content. All text, pictures, graphics, images, illustrations, audio clips, video clips, links and other information of any nature added to the Advisor Website ("Advisor Content") shall be consistent with **Is**'s image and policies. The Advisor Content shall not include or promote any products competitive with those of **Is**. The Advisor Content shall not contain any content or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which might expose **Is** or the Vendors to civil or criminal liability. Upon violation of this provision as determined in **Is**'s sole discretion, **Is** shall be permitted to immediately terminate this Agreement and remove Advisor's Website from the server on which it is hosted.

7. Ownership. **Is** and/or the Vendors shall retain all ownership of any software or other technology used to provide the Services. All content of the Advisor Website other than the Advisor Content shall remain the sole and exclusive property of **Is** and/or the Vendors. Nothing in this Agreement shall be deemed to grant any ownership interest (including a license) in any software, technology, content, marks, or other information of **Is** or the Vendors.

8. Advisor Warranties. Advisor represents and warrants to **Is** and Vendors that the Client Content does not contain and the Services will not be used to transmit any materials of any kind which (i) violate, plagiarize, or infringe on the intellectual property or contractual rights of any third party; (ii) are exported in violation of any law, rule or regulation of any relevant jurisdiction; (iii) contain libelous, defamatory, obscene, pornographic, abusive or otherwise unlawful material; (iv) contain software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Advisor further represents and warrants (a) that Advisor's use of the Services will at all times comply with all applicable laws, rules and regulations; (b) that Advisor owns or otherwise has the right to place the Advisor Content on the Advisor Web Site; (c) that Advisor has obtained any authorizations necessary for hypertext links from the Advisor Website to other third party websites.

9. Advisor Indemnification. Advisor hereby agrees to indemnify, defend and hold harmless **Is**, the Vendors and their employees, licensors, independent contractors, providers, subsidiaries and affiliates, from and against any and all liability and costs (including attorney's fees and costs) incurred in connection with any claim arising out of (i) any breach of the representations, warranties, covenants or provisions of this Agreement and (ii) all acts or omissions of Advisor in performance of this Agreement. Advisor will cooperate fully in the defense of any such claim. **Is** reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Advisor and Advisor shall not in any event settle any matter without the written consent of **Is**.

10. Disclaimer of Warranty. THE SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION ACCESSED BY ANY MEANS THEREOF) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, **Is** MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SERVICES BY ADVISOR, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OF OR ERROR IN THE SERVICES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, **Is**'S NEGLIGENCE.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL **Is** BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF **Is** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ADVISOR. IN NO EVENT SHALL **Is**'S TOTAL LIABILITY TO ADVISOR FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT OF FEES PAID BY ADVISOR TO **Is** DURING A SIX (6) MONTH PERIOD.

12. Relationship with Other Agreements. This Agreement shall be considered to be in addition to the Application and any and all policies and procedures of **Is** regarding its Independent Advisors. Nothing in this Agreement shall be deemed to be a waiver or cancellation of the provisions of any other agreement between **Is** and the Advisor or the stated policies and procedures of **Is**.

13. Entire Agreement; Amendment; Severability. This Agreement constitutes the entire agreement between the parties with respect to the Services and there are no representations, understandings or agreements which are not fully expressed herein. No amendment, waiver, or discharge of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is determined to be invalid under any applicable rule of law, it is to only that extent to be deemed omitted, and the balance of this Agreement shall remain in full effect and fully enforceable.

14. Governing Law; Waiver. This Agreement shall be governed in all aspects by the laws of the State of Illinois without regard to its conflict of laws provisions, and **Is** and Advisor agree that the sole venue for jurisdiction of disputes arising from this Agreement shall be the appropriate state or federal court located in Illinois and **Is** and Advisor hereby submit to the jurisdiction of such courts. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

15. Assignment. Advisor shall not assign, without prior written consent of **Is**, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, by any means, and any attempt to do so shall constitute a breach of this Agreement.

16. Notices. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if by mail three (3) days after deposit in the United States mails, postage prepaid, return receipt requested; or (iii) if by reputable delivery service, upon such deliver. All notices to **Is** shall be addressed to its principal place of business set forth in the heading hereto.