



Vchange
 11301 West Olympic Blvd.
 Suite #636
 Los Angeles, CA 90064
 tel 310-460-3588
 fax 619-615-2292

www.vchange.com
 support@vchange.com

ORDER FORM

Company / Individual name: _____

Address

Street and number: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Streaming Media Services for Wedding and Event Videographers

- 1 Year Demo Reel Package, 1 year of hosting, Unlimited Transfer* - \$360 (*one-time payment*)
- 6 Month Demo Reel Package, 6 months of hosting, Unlimited Transfer* - \$270 (*one-time payment*)
 Demo Reel packages include 10 minutes of video (up to 4 edited clips) encoded to 56, 100, 300 & 700 Kbps (Windows, Real or QuickTime). Video files are accessed from Vchange streaming servers only; an additional fee is required to deliver encoded video on CD-ROM or FTP transfer to a non-Vchange server.
- Per Event Streaming Hosting Package*, 3 months of hosting, 225 MB storage - \$50 (*one-time payment*)
- Monthly Streaming Hosting Package, 1.5 GB storage, Unlimited Transfer* - \$75 per month
 Number of months, minimum commitment: _____
 \$100 setup fee, waived for 6 month or longer commitment.
- Encoding - \$2.78 per minute per format for 56, 100, 300 Kbps; \$100 minimum
 Number of minutes of video: _____
 Formats: Windows Real QuickTime
- Delivery:
 FTP (no extra charge) _____ CD-ROM (customer pays shipping)

* Unlimited transfer is intended for wedding, family event, and corporate video of non-celebrity people. No adult content. Unlimited transfer is for approved content only. Vchange has sole discretion to approve content and means of distribution.



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Terms and Conditions

- Vchange reserves the right to refuse to provide service to any customer who routes or attempts to route or pass-through content that is illegal or that Vchange, in its sole discretion, believes is inappropriate or unacceptable.
- Vchange does not engage in duplication or tampering of material for which the customer does not own copyrights. Customer shall defend, indemnify, and hold Vchange or its agents or suppliers harmless for any claim resulting from a violation of the US copyright laws.
- Vchange takes utmost care to protect the customer's privacy. Vchange does not sell or give out customer's account information for third party use.
- Above prices do not include any taxes or duties, shipping and handling fees, travel expenses, if applicable, all of which are responsibility of the customer. There shall be no deduction from, or an offset against, any such taxes, fees or any other charges. All payments shall be grossed up to take account of any withholding taxes.
- Vchange may amend the fees for Services upon thirty days prior notice if such change is generally applicable to its customers. If Vchange increases these fees, customer shall have the right to terminate its purchase of the applicable services without penalty by providing written notice to Vchange within thirty days of the effectiveness of the increased fees.
- Customer shall pay a late charge of 2 % per month (or part of the month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid within thirty days of invoice date, plus all costs, including reasonable attorneys' fees, incurred to collect any unpaid amounts. Unless prohibited by applicable law or regulation, all invoiced amounts not disputed in writing within sixty days of invoice date are deemed accepted. Restrictive endorsements or other statements on checks accepted by Vchange are not enforceable. Vchange reserves the right to reasonable require payment assurance.
- Either party may terminate a transaction if the other materially breaches this agreement and such breach continues unremedied for thirty days following notice or such other period designated herein. Vchange may immediately suspend all transactions for undisputed payments not received within fifteen days of payment due date. Vchange may modify components of any services (to the extent such change is made to the generally available Services) and, in such event, may modify or eliminate any affected agreement terms or an affected transaction (without termination charge) upon thirty days notice or a lesser period if such change or termination is due to applicable laws or regulations; provided that customer may terminate the applicable transaction without penalty if Vchange fails to remedy a material decrease in the functionality of the affected services within thirty days of written notice from customer.

DISCLAIMER AND LIMITATIONS

General Disclaimer

Each party expressly disclaims all warranties of any kind, past or present, statutory or otherwise in law or from a course of dealing or usage of trade, to the fullest extent permitted by law, including any implied warranties or merchantability, fitness for a particular purpose or security. Except for each party's liability arising out of its indemnification, payment and confidentiality, obligations and to the fullest extent permissible by law, liability for all claims arising hereunder, whether in contract, tort or otherwise, shall not exceed the amount of fees paid or payable by customer to Vchange under the applicable transactions during the six months preceding the claim. In no event shall either party be liable for any lost data, lost profits, business interruption, replacement services or other special incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability.

Videotape Disclaimer

By submitting videotaped material ("Content") to Vchange, I request processing services indicated above, and agree to pay the charges therefore. I agree that the liability of Vchange, its agents and employees, for any losses or damages of any kind or nature to my Content is limited to the cost of replacing my tape with a blank tape. I also agree that Vchange, its agents and employees, shall not be otherwise liable for any loss or damage of any kind or nature, whether direct, incidental, consequential, or otherwise. I (a) have the right to permit Vchange to perform the Vchange services on the Content I have submitted, as contemplated by my order, including the copying and converting process, (b) the Content does not injure, infringe, or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party, or violate any obscenity law or other applicable law, rule or regulation in any jurisdiction in which the Content may be viewed or retrieved, (c) Vchange's provision of the processing and/or hosting of the Content hereunder will not infringe upon or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party, or violate any obscenity law or other applicable law, rule or regulation in any jurisdiction in which the Content can be viewed or retrieved, and (d) the Content and Vchange's provision of the processing service on my behalf is not for an illegal, obscene, offensive or immoral purpose. All trademarks are the property of their respective owners. All rights reserved.