



**AUTHORIZATION AGREEMENT FOR  
DD\DP DIRECT DEPOSITS**

Agreement Date: \_\_\_\_\_

Technicare Customer Number: \_\_\_\_\_

**1. Customer Information**

<b>Customer / Company Name:</b>	
<b>Contact Name(s):</b>	<b>Address:</b>
<b>Business Phone:</b>	<b>Email:</b>
<b>Residential Phone:</b>	

**2. Agreement**

(a) I/we authorize Technicare Imaging Ltd. and the financial institution designated below (or any other financial institution I/we may authorize at any time) to begin deposits as per my/our instructions for regular recurring credits and/or one-time credits from time to time, for all transactions arising under my/our Technicare Imaging Ltd. account(s), as related to the **Technicare On-Line Galleries Services\*** (\*Powered and supported by ImageQuix). Unless a minimum payout amount has been requested and set-up, deposits for the full value of the services delivered, the week prior, will be credited to the specified account on the Friday each week following. Transaction reporting is provided by ImageQuix and based on sales through their on-Line Galleries application. ImageQuix reporting provides the full details for the amount of each deposit. This authority is to remain in effect until Technicare Imaging Ltd. has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next credit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information to cancel a CADPAD Agreement at my/our financial institution or by visiting www.cdnpay.ca. Technicare Imaging Ltd. may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. (b) I/we also accept the terms of the ImageQuix **Internet Marketing Agreement** as outlined in the following pages of this Agreement.

**3. Banking Authorization**

Financial Institution: _____	Branch: _____
Address: _____	Province: _____
	Postal Code: _____
Bank Transit Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
Account Number: _____	Please select: <input type="checkbox"/> Business Account <input type="checkbox"/> Personal Account
This authorization is to remain in full force and effect until COMPANY has received written notification from me/us of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.	
Customer Acceptance (SIGN): _____	

FAX TO: 780.425.4197  Please call for email contact: 800.897.1844	MAIL TO: Technicare Imaging Ltd. 10924 119 Street Edmonton, Alberta T5H 3P5
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## IMAGEQUIX PHOTOGRAPHY INTERNET MARKETING AGREEMENT

This Photography Internet Marketing Agreement (“Agreement”) is made by and between ImageQuix, Inc. (“ImageQuix”), a South Carolina Corporation, Technicare Imaging Ltd, (“Technicare”) and you (“Photographer”). BY ACCESSING OR USING THE IMAGEQUIX WEBSITE OR SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

**1. Engagement of Services:** Subject to the terms and conditions of this Agreement, ImageQuix agrees to publish Photographer’s images in a low-resolution format to the ImageQuix website with the photographer’s intention of generating online orders where payments are processed through the ImageQuix website. ImageQuix, along with Technicare, will offer Photographer’s customers online services, including, but not limited to, previewing, comparing, ordering, and customized print orders, at prices that are set by the Photographer using ImageQuix software. Technicare On-Line Galleries Services, on behalf of ImageQuix, shall receive all funds due from the Photographer’s customers.

Photographer shall have ‘Full-Service’ type orders sent directly Technicare for processing and fulfillment. ImageQuix shall not, in any way, be liable for the quality and delivery of the ordered prints. Photographer agrees that in the event of any type of dispute with Technicare, it shall be Photographer’s sole responsibility for resolving said dispute and that ImageQuix shall not be responsible for Technicare’s actions or failure to properly fulfill orders. Photographer will be responsible for all payments to Technicare for work produced along with the fees and commissions as related to this program. Photographer shall immediately notify ImageQuix of returns, refunds, or fee disputes. Photographer also agrees to promptly notify ImageQuix of shipments, price changes, and any other information relevant to Photographer’s work product as pertaining to this Agreement. All notifications and submissions pertaining to this Agreement can be made by using the ImageQuix software or in accordance with the provisions of Paragraph 13 (Notices).

**2. Photo Posting Compensation:** ImageQuix offers multiple online photo posting plans that range from pay-per-use to monthly and annual payment plans. Your initial signup with ImageQuix includes 14 days free of ImageQuix Unlimited Plan. After the initial 14 day free period, you may cancel your account without obligation, or become a member by choosing from one of the available plans. Once a plan is chosen, Photographer may change plans at any time, receiving a pro-rated transfer from the balance of an existing plan.

**3. Order Processing Compensation:** As service compensation ImageQuix shall charge and retain fees based on the gross revenue collected per order. This includes a credit card processing fee of 3.0%, an order processing percentage fee (based on Photographer’s plan), and a \$0.35 per transaction fee. Transaction detail, sales, and payout information may be viewed online when logged in to Technicare’s Order Tracking (OT2) application. The total gross revenue generated from your Image Quix On-line Galleries will be paid out on a weekly basis through Technicare’s On-Line Gallery payment system. NOTE: All funds collected and paid are in Canadian dollars. Costs for order fulfilment (prints, related services and freight) are billed separately to Photographers regular Technicare account, on a per order basis. Fees and commissions are also billed separately to photographers Technicare account on a weekly basis, prior to processing weekly batch payouts.

A weekly batch payment by direct deposit will be made in accordance with the ImageQuix batch payment schedule. All payments are made by direct deposit and will have a cost of \$1.50 per deposit. Detailed reporting of payment history may be viewed online by logging into Technicare’s Order Tracking application.

In the event the Photographer or Photographer’s Customer requests a refund for any reason, the transaction fee, and payment processing fees, will not be refunded to Photographer. Once the Photographer has been paid out for an order (as noted above in the weekly batch payout), it is the Photographers sole responsibility to provide refunds to the customer.

For all refund requests, ImageQuix will retain all processing fees to cover transaction costs plus a \$10 service fee. If for any reason a Chargeback is initiated by the Photographer's customer it will be the sole responsibility of the Photographer to contact the customer. Upon chargeback ImageQuix will automatically deduct the full chargeback amount plus a \$25.00 chargeback fee from the photographer's payout. If funds for refunds or chargebacks are not available in the weekly batch payout, the photographer may be invoiced for any balance due regarding this transaction.

Photographer is responsible for the reporting of taxes (gst, hst, and pst) on all transactions. Neither ImageQuix, nor Technicare, report, pay, or track taxes on sales made to the photographer’s customer. Neither ImageQuix nor Technicare shall be liable for any discrepancies between taxes collected on orders and taxes owed by Photographer.

**4. License and Ownership of Work Product:** ImageQuix shall not gain any ownership interest in Photographer's images.

**5. Representations and Warranties:** Photographer represents and warrants the following: a) That, as set forth in Paragraph 4, Photographer has the right and unrestricted ability to grant said license to Image Quix; b) That any Work Produced will not infringe upon any copyright, right of publicity or privacy, or any other proprietary right of any person, whether contractual or in accordance with statutory or common law. Photographer agrees to indemnify ImageQuix and Technicare from any and all damages, costs, claims, expenses or other liabilities, including reasonable attorneys' fees, arising from or relating to Photographer's breach or alleged breach of the representations and warranties set forth herein.

**6. LIMITATION OF LIABILITY:** NEITHER PARTIES SHALL BE LIABLE TO THE OTHER FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, PROFITS OR GOODWILL SUFFERED BY ANY PERSON ARISING FROM THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO CASE SHALL EITHER PARTY BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID UNDER THIS AGREEMENT.

**7. Independent Contractor Relationship:** Photographer's relationship with ImageQuix and Technicare is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Photographer shall be deemed the seller of any products or services available to Customer through the ImageQuix website. Photographer is not entitled to any benefits which ImageQuix may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Photographer is not authorized to make any representation, contract or commitment on behalf of ImageQuix or Technicare unless specifically requested or authorized in writing by an authorized officer. Photographer is solely responsible for timely filing all tax returns and making any required payments to any Federal, Provincial or local tax authority for performance of services and receipt of fees under this Agreement. Photographer shall be solely liable for any failure to pay all applicable taxes. Technicare shall not withhold any part of Photographer's compensation for the payment of any Social Security, Federal, Provincial or any other employee payroll taxes. Photographer is solely responsible for maintaining adequate records of expenses incurred while performing services under this Agreement.

**8. Confidential Information:** Photographer agrees to hold ImageQuix's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Confidential Information, as used in this Agreement, shall mean all information that ImageQuix may disclose to Photographer that is not generally known in ImageQuix's trade or industry. Confidential Information includes, but is not limited to, the following: a) Concepts and ideas relating to the development and distribution of content in any medium or to current, future and proposed products or services of ImageQuix, its subsidiaries or affiliates; b) Trade secrets, drawings, inventions, know-how, software programs, and software source documents; c) Information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; d) Business discussions, negotiations or agreements between the parties; e) Any information regarding the skills and compensation of employees, contractors or other agents of ImageQuix, its subsidiaries or affiliates. f) Proprietary or confidential information of any third party who may disclose such information to ImageQuix or Photographer in the course of ImageQuix's business. Photographer's obligations, as set forth herein, shall not apply to any portion of the Confidential Information that Photographer can show, by competent proof, was: a) in the public domain at the time ImageQuix communicated it to Photographer; b) in the public domain, through no fault of Photographer, subsequent to the time ImageQuix communicated it to Photographer; c) in Photographer's possession, free of any obligation of confidence at the time ImageQuix communicated it to Photographer; d) rightfully communicated to Photographer, free of any obligation of confidence, subsequent to the time ImageQuix communicated it to Photographer; e) developed by Photographer's employees or agents, independently of and without reference to, any information that ImageQuix communicated to Photographer; or if communicated by ImageQuix to an unaffiliated third party, free of any obligation of confidence. Photographer may disclose ImageQuix's Confidential Information in response to a valid Court Order or as required by another governmental body or by law. All Confidential Information furnished to Photographer is the sole and exclusive property of ImageQuix, its suppliers or customers. Upon request by ImageQuix, Photographer shall promptly surrender originals and any copies of Confidential Information. Confidential Information shall survive for 3 years beyond the termination or expiration of this Agreement.

**9. Data Storage Durability:** ImageQuix provides a "highly durable" storage infrastructure and objects are stored redundantly across multiple facilities within a region (objects are image files or any type of data). Durability, with respect to an object stored, is the probability that an object will remain intact and accessible after a period of one year. 100% durability would mean that there's no

possible way for the object to be lost. Objects stored using ImageQuix have a durability of 99.99%. This means, if you store 10,000 objects with ImageQuix, on average we may lose one of them every year. Our storage system is designed to sustain the loss of data in a single facility. Uploading with ImageQuix assumes a cloud-based copy of an object that actually lives somewhere else owned by the Photographer. ImageQuix and Technicare are not responsible for the loss of any objects.

**10. Term and Termination:** 1) Term: The initial term of this Agreement is for one (1) year from date of execution unless terminated earlier as provided herein. Thereafter, this Agreement SHALL AUTOMATICALLY RENEW, ON ITS ANNIVERSARY DATE, FOR ADDITIONAL ONE (1) YEAR TERMS unless ImageQuix either party provides fifteen (15) days written notice, prior to any such anniversary date, that the Agreement shall not renew. Said notice shall be made in accordance with the provisions of Paragraph 13. 2) Termination by ImageQuix: Except during the term of a Project Assignment, ImageQuix may terminate this Agreement, with or without cause, upon fifteen (15) days written notice to Photographer. ImageQuix may also terminate this Agreement immediately upon material breach of Paragraph 8 (Confidential Information) or Paragraph 11 (Privacy and Decency). Said notice shall be made in accordance with the provisions of Paragraph 13.

**11. Privacy and Decency:** Photographer shall not upload, post, or transmit to the ImageQuix web site any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially or ethnically offensive, or sexually explicit. ImageQuix shall be the sole judge of decency and has the sole discretion to refuse to publish any Work Product. Photographer agrees to indemnify ImageQuix from any and all damages, costs, claims, expenses or other liability, including reasonable attorneys' fees, arising from or relating to Photographer's breach or alleged breach of this Paragraph. Photographer agrees to abide by the provisions of the User Agreement and Privacy Statement that is posted on the ImageQuix website. Photographer understands that said Statement may be amended from time to time without notice.

**12. Rights of Successors and Assigns:** Photographer may not subcontract or otherwise delegate its obligations under this Agreement without ImageQuix's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of ImageQuix's successors and assigns, and will be binding on Photographer's assignees.

**13. Notices:** Any notices or demands shall be in writing and shall be made by registered or certified mail, addressed to the respective parties, as follows:

If to ImageQuix: ImageQuix, Inc.

2123 Old Spartanburg Rd. #200  
Greer, South Carolina 29650

If to Technicare: Technicare Imaging Ltd.

10924 119 Street  
Edmonton, Alberta T5H 3P5

If to Photographer: To the active address as stated on the Photographer's ImageQuix and/or Technicare account.

Such notice or demand shall be deemed to have been made when deposited, postage prepaid, in the Canadian or US Postal services mail or by overnight delivery service. The above addresses may be changed at any time by giving thirty (30) day prior written notice as provided herein.

**14. Governing Law:** This Agreement shall be construed in accordance with the laws of the State of South Carolina and the Province of Alberta.

**15. Severability:** The provisions of this Agreement are intended to be severable, so that if any of them are held to be illegal or void by a Court of competent jurisdiction, the remainder of said provisions shall remain in full force and effect.

**16. Waiver:** ImageQuix's waiver of Photographer's breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Photographer.

**17. Entire Agreement:** This Agreement and all exhibits referred to herein constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, or commitment outside those expressly set forth herein.