

Website Agreement

Like Sew Websites

a Division of ONYX

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Rep: Brian King

Date: January 21, 2011

User:	Vintage Threads Quilt Shoppe	Contact:	Debbie Jaeger Sue Maloney	Phone:	563-875-7330	Alt:	563-542-1887
Business Address:				Email :			
234 1st Ave E. Dyersville, IA 52040				vintagethreads@iowatelecom.net			
Credit or Debit Card #: Ending 6201		Exp:	CID:	Billing Zip:	Name on Card:		
TERMS AND CONDITIONS							
<p>1. Price and Payment User will pay (a) Developmental fees (b) hosting fees in advance, and (c) fees for other goods or services as invoiced. Design Customization is included in basic service consisting of an initial mockup and 4 revisions. Four additional revisions, or a redesign, can be purchased for \$99.00. Host may change the monthly service prices charged upon sixty (60) days written notice to User, but such increases shall not exceed ten percent (10%) of the rate currently being charged at that time. Services may be suspended if payment is not received within 30 days of invoice.</p> <p>2. Term and Termination Services will commence upon receipt of User's initial payment for services. User's monthly payments begin sixty (60) days after the initial payment. User may terminate this Agreement without cause upon at least thirty (30) days written notice to Host. Host may terminate this agreement upon at least 60 days written notice to User. After the design consultation, the \$349.00 programming fee and the \$ 250.00 design fee is nonrefundable. If a customer had their design fee waived by paying for 1 year of service in advance, the \$250.00 will still be nonrefundable after the design consultation.</p> <p>3. Customer Service Host will provide to User reasonable amounts of consultation via telephone and/or electronic mail in the use of the system, but will not assist with any services that are not maintained or controlled by Host.</p> <p>4. User's Warranties and Obligations User hereby warrants to Host, and agrees that during the term of this Agreement it will ensure that (a) User is the owner or valid licensee of all data and/or content it will upload in conjunction with the Services; (b) User's use will not infringe any proprietary or intellectual property right of any person; (c) User will use the services only for lawful purposes.</p> <p>5. Ownership of Intellectual Property A. User hereby grants to Host a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary in the performance of Services: (a) convert, install, upload, order, arrange, compile, use, reproduce, store, transmit, publish, publicly display, publicly perform and hyperlink the Content; and (b) make archival or back-up copies of the Content. Except for the rights expressly granted herein, all interest in or to the Content will remain solely with User. B. Host will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Host to User. Host may, at its sole discretion, change or remove any and all such Internet protocol numbers and addresses. C. Any feedback, data, answers, questions, comments, suggestions, ideas or the like that User sends to Host relating to the</p>				<p>Services will be treated as being non-confidential and non-proprietary. Host may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose. D. At no point does User assume ownership right of proprietary content management system provided by Host.</p> <p>6. Warranty and Disclaimer Host warrants the Services will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. User must report any material deficiencies in the Services to Host in writing within ninety (90) days of User's discovery of the deficiency. User's exclusive remedy for the breach of the above warranty will be the re-performance of the defective services within a commercially reasonable time, or any service credit set forth in any attachments to this agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. HOST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.</p> <p>7. Limitation of Liability Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the Hosting Services, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.</p> <p>8. Indemnification of Host User will indemnify and hold Host harmless against any claims incurred by Host arising out of, or in conjunction with User's breach of this Agreement, as well as all reasonable costs, expenses, and attorney's fees incurred therein. Host's total liability under this Agreement with respect to the Services, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by User to Host during the six (6) month period prior to the date the claim arises.</p> <p>9. Confidential Information All information relating to User that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Host and will not be disclosed or used by Host except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.</p> <p>10. Force Majeure Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.</p>			
Content Management System Modules				Fees & Services			
Unlimited Products • Shopping Cart • Contact Us • Unlimited Pages • Classes • Calendar • Online Forms • Frequently Asked Questions • Job Listings • Multiple Login Accounts • Newsletters • Opinion Polls • Site Search • Slide Show • Video Player							
Custom Design:				\$ 250.00			
Programming/Implementation:				\$ 349.00			
Hosting & Service Package							
Monthly Service Fee:				\$ 49.95			
<input type="checkbox"/> Limited - \$29.95							
<input type="checkbox"/> Basic -\$49.95 -							
<input type="checkbox"/> Plus - \$74.95							
<input type="checkbox"/> Premium - \$174.95							
<input type="checkbox"/> Max - \$274.95							
Email Marketing (0-1000):				\$ 0.00			
0-1,000: \$0/mo 1,001-5,000: \$10/mo 5,001-10,000: \$20/mo							
Total Monthly Payment:				\$ 49.95			
Months:				Monthly			
Total for First Year(excluding email):				\$ Monthly			
If customer is paying for the first year upfront: After the first year, the monthly service fee will be charged to the above credit card on the 1st of each month unless either party notifies the other of intention to terminate service. Billing for service begins 60 days after the initial payment.							
Site Migration:				\$ Free			
\$1 per page, product, or class							
Total Paid Today:				\$ 599.00			
Consultation Appointment							
Date:		1/25/11		Time:		3:00pm Central	
PayPal Email:							
Traffic/Sales Volume:							
Previous Provider:							
Migration							
Produts/pages:							
Migration Notes:							
<p>I certify that I have read, understand, and agree to the terms set forth in this agreement.</p> <p>Signature: _____ Date: _____</p> <p style="text-align: center;">Authorized Representative</p>							