



Website Services Agreement and Contract

License & Service Agreement

In Consideration of Agreement set forth herein by the parties, the receipt and sufficiency of which are hereby acknowledged The Parties agree as Follows:

- I. That the Agreement and its attachments (exhibits) constitute the full agreement between WarriorWebmasters.com and the "Client", and that the contents thereof are binding and supersedes all prior agreements, written or unwritten. The provider reserves the rights impliedly given to the customer hereunder, and as such until signed by the corporate officer of the provider, this agreement constitutes an offer.
- II. That the Client undertakes to pay Warriorwebmasters.com for the goods and/or services provided, and as such this agreement constitutes an agreement under which the running period will be month to month after the initial payment. This will constitute an agreement between the Client and WarriorWebmasters.com. The terms will continue to automatically renew for the extension term until which the Client terminates the agreement as per the terms provided herein.

Payment

- I. A new Website shall be paid for at time of signing a total of \$480 with a \$20 monthly service fee. The fee shall include hosting, SSL level security, and maintenance. Contracts are automatically due for renewal each month on the 1st unless a 30-day written notice is received for cancellation. This fee is due monthly regardless if you receive any bill or notice or not. It is the clients responsibility to make sure payments are made to keep the contract in good standing. Non-Payment to WarriorWebmasters.com will be considered a cancellation of contract and the site will be removed and deleted. There will be a restoration fee of \$55 if the site needs to be restored. (This is triggered once the website is 10 days past due.)
- II. All checks should be made payable to WarriorWebmasters.com and mailed to P.O. Box 6172 Napa, CA. 94581. All billing enquiries should be emailed to robert@warriorwebmasters.com. Or you may pay by Credit Card. There is a separate Credit Card form to fill out if you prefer to pay with this option.
- III. A Check returned to the provider will result in a \$35 Bad Check Fee and the contract Cancelled.
- IV. A Credit Card declined to the provider will result in a cancellation of the contract.
- V. WarriorWebmasters.com obligations and Clients rights will have force only if the timely payments as per provisions herein are met. Customers that fail to honor their obligations will reimburse the provider for collection fees and/or attorney fees.

- VI. WarriorWebmasters.com reserves the right to revise the charges for the services and products provided. Such revisions will be put in writing 30 days before renewal to the Client.

Copyright, Licenses and Trademarks

- I. The contents of WarriorWebmasters.com Websites, Website Designs, Website Developments, and any other service offered are protected by Domestic and International Copyright Laws. You shall not modify, copy, reproduce, republish, upload, post, transmit or distribute without express written authorization from the office of the WarriorWebmasters.com
- II. The Provider, (WarriorWebmasters.com), reserves all rights, title and interest to all data and content created by WarriorWebmasters.com
- III. License Agreements stated herein will terminate upon any material breach of contract by the customer. If the client breaks the agreement in anyway the contract will be void. The services can be canceled and the Client is not entitled to a refund.
- IV. Customers shall be responsible for the acquisition of any Hardware, Software, App, or technical know how to be able to use services or products provided by WarriorWebmasters.com

Website Terms

- I. The Client retains the responsibility of the content sent to WarriorWebmasters.com for Web designing.
- II. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to WarriorWebmasters.com are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend WarriorWebmasters.com from any liability or suit arising from the use of such elements.

Confidentiality & Trade Secrets

- I. The Client agrees to keep trade secrets and that shall not reveal such secrets to any unauthorized person(s) except for purposes contemplated by the contents of this agreement. Confidential Information, for all purposes intended shall mean; any information, tangible and intangible relating to the business of the provider, including; usernames, passwords, specifications, manuals, cost and price data.

Website Development and Hosting

- I. Website development is the property of Company herein referenced as WarriorWebmasters.com. No content can be added and/or removed from such sites once completed without the permission of the Company. The reason for this provision is such changes could adversely affect the S.E.O. (Search Engine Optimization) or disable the site. If you make such changes without the knowledge of this company you would be held responsible and charged for WarriorWebmasters.com at the rate of \$95 per hour to fix any and all problems.

- II. Failure of either party to complete a Website 30 days from the Agreement signed date will put this agreement in default. A simple email from either party to the other to extend the agreement for an additional 30 days must be submitted and approved or the agreement is cancelled and a full refund will be issued.
- III. Failure to complete the Website in 60 days and that failure is the Clients fault. We will close and cancel the project. Only a 1/2 refund will be given to cover the costs of labor that was done.
- IV. Transferring a Website from our hosting can be done only with a 30-day notice and all monies are still due to honor the original agreement. We will gladly work with your company or a 3rd party to remove the site from our hosting to another account. However, we will not be responsible for any lost data, logos or pages during this transfer.
- V. If a Client chooses to not host with WarriorWebmasters.com we will still develop a site and there is no discount in our fees. \$480 is still due at signing and a monthly fee of \$20 will still be charged.
- VI. Any labor not related to the Website will be charged at a rate of \$95 per hour. An example is if you are having Email issues before or after the Website is installed. Since this is not Website development related; and you wish our assistance we will charge you \$95 per hour for assistance. The minimum rate charged is for 1 hour for work.
- VII. If the Client needs minor updates or changes we will handle at no charge to the customer. Minor updates include an address change, phone number change, a client wishing to change a page that has already been written or logo change. Major changes which include the client needing the company to re-write the changes would be charged at a fee disclosed pending what changes are necessary. The customer in the end is responsible for the changes and can decide if they wish this company to make the changes. We will not work or be held responsible for a 3rd party who wishes to make changes to the site. If a client hires or wishes a 3rd party to work on the Website we reserve the right to remove it from our hosting. Viruses or malware could affect other clients who have hired this company and this serves as a reason to protect the whole.
- VIII. WarriorWebmasters.com reserves the right to amend and change this contract with written 30-day notice to the client(s).

Termination

Termination of Services may be executed by the provider if:

- I. The customer maintains overdue accounts and/or delinquent payment a period exceeding 10 days after provider's written notice, notifying the customer of the same.
- II. A Client may cancel any month at any time with a written 30-day notice. They can cancel and make their own Website. They can cancel and have no Website at all. However, if we do not receive a payment on time we will shut down the Website and any recovery will be at the costs of the Client for late payment.
- III. If the client opts to go with another company at any period, we will do nothing to stop or prevent that. If we hold the Domain, we will transfer it to the new company or the client. The client needs to instruct us what they wish us to do. No refund will be given or provided. Whatever unused money will be forfeited if they leave or cancel.

- IV. Our Website is not transferable without a fee. If you want a "buyout" of your current Website including the Content, images and structure we will charge a 1 time fee. A Website with 5 pages or less \$600, 10 Pages or less \$1,000. Each additional Page will costs \$100. If you wish you can simply build your Own Website. All images and content you provided you can use without any Copyright issues. If you build your own site and use Content protected by WarriorWebmasters.com without permission or payment you will be reported to the DMCA for Copyright infringement and WarriorWebmasters.com may take legal action against you and any other company involved.

Upon termination of the contract, its provisions cease to have the force of law if;

- V. The customer ceases use of the services and goods provided by the provider and,
VI. All outstanding amounts due are remitted to the provider

Disclaimer

The provider disclaims any warranty of merchantability or fitness of particular purpose. The provider disclaims any responsibility due to system failures arising from but not limited to; power failures, power malfunctions, software malfunctions, and email and fax interruptions.

Additionally, by signing this agreement both companies understand and voluntarily agree that any dispute regarding the terms of this agreement or termination of this agreement, (including claims of discrimination and/or harassment) that either party might have against one another will be resolved exclusively in accordance with binding arbitration governed by the Federal Arbitration Act, and carried out in conformity with the procedures of the California Arbitration Act. Although I understand that signing this arbitration agreement is not required as a condition of our agreement, I desire to take advantage of the benefits of arbitration and, being that this is a mutual agreement to arbitrate, understand that the company and I give up the right to trial by Jury and instead will have our claims resolved by a retired California Superior Court Judge.



Licenses and Service Agreement

This agreement is entered on.....
(Referred herein as 'Provider') and the following party (referred here in as 'Client'):

Billing Information

Business Name

Billing Street.....

City.....State..... Zip.....

Phone Number.....Cell Contact Phone.....

Support Contact Name.....

Billing Contact Name (If Different)

Contact Email (Public or Private)

Payment Method (Circle One):.....Cash.....Check.....Credit.....

Grand Total Due Today: \$480 Monthly Due: \$21 Monthly Due: \$100 (Only for Specialty Websites)

No comments have been made by either party other than as documented in this agreement. This pricing is valid for 30 days from the effective date stated. This agreement becomes binding upon the signing of officers representing both sides.

Accepted by the Client:

Accepted by the WarriorWebmasters.com:

Signature.....

Signature.....

Print Name.....

Print Name.....

Date.....

Date.....