

## **Welcome to Memphis Software Development Company.**

This is the Memphis Software Development Company Service Agreement (the "Agreement"), which explains the terms, and conditions governing your use of Memphis Software Development Company, technology, and any other content made available by Memphis Software Development Company. (Online) By checking the box and clicking on the Charge My Credit Card button, you accept these terms and conditions and acknowledge that the Memphis Software Development Company service is subject to certain limitations set forth below. . (Printed Agreement) By signing, you accept these terms and conditions and acknowledge that the Memphis Software Development Company solution is subject to certain limitations set forth below. **If you do not wish to accept this agreement, do not purchase this Service.** By registering and purchasing any Memphis Software Development Company Solutions, you agree to use the Memphis Software Development Company service in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions outlined below. Once you have purchased a Memphis Software Development Company Solution, this Agreement supersedes the Memphis Software Development Company Trial Agreement in its entirety.

### **1. Services**

(a) Generally. Purchasing a Memphis Software Development Company solution provides you (a "Member") with one of the following packages of content, tools, and services, depending on which one you purchased (individually and collectively "Memphis Software Development Company Solution(s)"):

**Standard Template Website \$24.99 a month plus tax or cash option \$300.00 and \$15.00 a month hosting: You will have access to site hosting, 3 pages of disk space, unlimited bandwidth, 3 Email Mailboxes 5 Meg's, Quick Response Backup and Restoration, Customer Support, and the Performance Guarantee (see details in 14(a) below).**

**Standard Template Website \$34.99 a month plus tax or cash option \$350.00 and \$15.00 a month hosting: You will have access to site hosting, 5 pages of disk space, unlimited bandwidth, 3 Email Mailboxes 5 Meg's, Quick Response Backup and Restoration, Customer Support, and the Performance Guarantee (see details in 14(a) below).**

**Flash Template Website \$29.99 a month plus tax or cash option \$350.00 and \$15.00 a month hosting: You will have access to site hosting, 3 pages of disk space, unlimited bandwidth, 3 Email Mailboxes 5 Meg's, Quick Response Backup and Restoration, Customer Support, and the Performance Guarantee (see details in 14(a) below).**

**Flash Template Website \$39.99 a month plus tax or cash option \$399.00 and \$15.00 monthly hosting: You will have access to site hosting, 5 pages of disk space, unlimited bandwidth, 3 Email Mailboxes 5 Meg's, Quick Response Backup and Restoration, Customer Support, and the Performance Guarantee (see details in 14(a) below).**

3-page  5-page Standard  3-page  5-page Flash

**Our contract term is for 24 consecutive months from signature date**

If you would like to switch Memphis Software Development Company services, please contact Customer Support.

(b) Memphis Software Development Company Services and Technology: You will be able to use the proprietary and licensed technology incorporated in the Memphis Software Development Company Service to enhance visibility of your web site ("Member Site") ("Technology"). Memphis Software Development Company may offer other tools and services that are not included in any Memphis Software Development Company Solutions, including premium services for which an additional fee will apply

## **2. Payment Terms**

(a) For access to and use of any Memphis Software Development Company solutions, you agree to pay all fees and charges specified in the Memphis Software Development Company Service fee schedule. All fees are due immediately and are nonrefundable. If you switch your Memphis Software Development Company service, your service fees shall be prorated. You understand that in the event you have already purchased a Memphis Software Development Company Solution, your first payment for any purchase of a subsequent Memphis Software Development Company Solution may be prorated, and the actual amount charged may be slightly different than the list price. You agree to pay Memphis Software Development Company all amounts due upon demand; our standard due date is the 1<sup>st</sup> of each calendar month with payment considered late by the 5<sup>th</sup> and a late charge due of 3.50% of total outstanding or \$5.00 whichever is greater. ALL MONTHLY CARD PAYMENTS REQUIRE A \$1.50 CONVENIENCE FEE. Memphis Software will suspend your service by the 8<sup>th</sup> of each month with a reconnection fee of \$15.00 required to reinstate your service. Memphis Software Development Company may take commercially reasonable actions to validate your credit card and collect all payments due. You agree to pay all attorney and collection fees arising from any efforts to collect any past due amounts from you to the extent allowed by law. You understand that if Memphis Software Development Company does not receive timely payment of all amounts due for any Solution you purchase, your use of any Memphis Software Development Company Service or Solution may be severely restricted or terminated at Memphis Software Development Company 's sole discretion. This includes any Information you provide to Memphis Software Development Company while using any Memphis Software Development Company Service or Solution.

THE FEE FOR ANY MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE IS NONREFUNDABLE. MEMPHIS SOFTWARE DEVELOPMENT COMPANY WILL NOT REFUND ANY FEES PAID BY YOU IF YOU TERMINATE YOUR AGREEMENT WITH US.

(b) Memphis Software Development Company reserves the right at its sole discretion and as it deems appropriate to add or remove certain services it offers and change its fees for any services in accordance with Section 4.

(c) You agree to notify Memphis Software Development Company immediately if you suspect unauthorized use of the Memphis Software Development Company Service, your credit card, or your password. Under the Fair Credit Billing Act, your credit card provider cannot hold you liable for more than \$50 of fraudulent charges. Subject to the following, if your credit card provider holds you liable for any of this \$50, Memphis Software Development Company will cover your entire liability up to the full \$50. Memphis Software Development Company will cover this liability only if the unauthorized use of your credit card is solely a result of a negligent act or omission by Memphis Software Development Company, and only for purchases made at Memphis Software Development Company while using the secure server. In the event of an unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

(f) You agree to pay any taxes, including personal property taxes or sales taxes, resulting from your use of the Memphis Software Development Company Services. You agree to pay all attorney and collection fees arising from our efforts to collect any past due amounts from you to the extent allowed by law.

### **3. Restrictions and Description of Prohibited Acts**

(a) You may not use any Memphis Software Development Company Service or Solution, the selection of a web address for your Member Site, the Technology, or the Member Site to, including, but not limited to: (i) display material containing pornographic material of any kind; (ii) provide material that is grossly offensive to the Memphis Software Development Company online community, including blatant expressions of bigotry, prejudice, racism, hatred, or excessive profanity, or post any obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable content; (iii) sell or promote any products or services that are unlawful in the location at which the content is posted or received; (iv) access illegally or without authorization any computers, accounts, or networks of Memphis Software Development Company or any Memphis Software Development Company Member, or attempt to penetrate Memphis Software Development Company 's security measures ("hacking"), or conduct a port scan, stealth scan, or other information-gathering activity the intent of which is to gather information to be used to attempt a system penetration; or upload to Memphis Software Development Company, send through Memphis Software Development Company, or have Memphis Software Development Company host or distribute any Internet viruses, worms, Trojan horses, other harmful code, ping, flooding, mail bombing, or denial-of-service attacks; or disrupt the use of or interfere with the ability of others to effectively use a Memphis

Software Development Company Service or any connected network, system, service, or equipment; (v) display material that exploits, or otherwise exploit, children under 18 years of age; (vi) post any content or otherwise infringe in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property right of any third party; (vii) promote, solicit, or participate in pyramid schemes; (viii) post any content that holds Memphis Software Development Company up to public scorn or ridicule; (ix) engage in any libelous, defamatory, scandalous, threatening, or harassing activity; (x) post or disclose any personally identifying information or private information about children or any third parties without their consent (or their parents' consent, in case of a minor); and/or (xi) post any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups, or individuals or that provides instruction, information, or assistance in causing or carrying out such violence.

(b) You agree that without the express consent of Memphis Software Development Company (and showing proof of the appropriate licenses where necessary or appropriate), you will never provide, sell, or offer to sell the following products or content (or services related to the same) on the Member Site you create: pharmaceutical or any other controlled substances; illegal drugs; illegal drug contraband; alcohol; firearms; weapons; pirated computer programs; pornography or illicitly pornographic sexual products; programs to "nuke" or create attacks against another individual or an Internet service provider; illegal goods; escort services; instructions on how to assemble or otherwise make bombs, grenades, or other weapons; information used to circumvent manufacturer-installed copy-protect devices; or computer software viruses or software designed to create a virus.

(c) You also agree that you will never promote or provide instructional information about: illegal activities, activities that can lead to physical harm to any group or individual, or any activities that lead to cruelty to animals. You may not use the Memphis Software Development Company Service, Technology, or Member Site in any high-risk activities where damage or injury to persons, property, environment, or business may result if an error occurs. YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE.

(d) Unless Memphis Software Development Company offers a service to conduct any of the following, you agree that you will never conduct the following types of activities on the Member Site: gambling; sweepstakes; raffles; lotteries; contests, pyramid, or Ponzi schemes; and/or unsolicited commercial email (spam).

(e) You agree that you will not (and you will not allow any third party to) partake in the following actions: reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Memphis Software Development Company Service, Memphis Software Development Company Solution, or any Technology; individual pass wording of Member Sites (or pages contained therein); deleting or altering author attributes or copyright notices, unless expressly permitted in writing by the author or owner; and/or fail to obtain all required

permissions when using a Memphis Software Development Company Service, Memphis Software Development Company Solution, or Technology to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual-property laws, including copyright and patent laws.

#### **4. Changes to the Terms and Conditions**

Memphis Software Development Company may at any time, with notice of not less than thirty (30) days, change its fees and change the terms of this Agreement. Except for the addition of new tools and services, Memphis Software Development Company will also give reasonable notice before any modification of the then-current Memphis Software Development Company Service that could change your Member Site. Memphis Software Development Company will announce changes to our fees and charges by posting them in the Home section of our service or via email. Memphis Software Development Company may, at its discretion, supplement such notice by sending you an email or by putting a popup notice on your screen when you access the Memphis Software Development Company Service, or by sending you a letter. If you find any change to be unacceptable, you are free to terminate this agreement by following the steps described in Section 8. Your use of the Memphis Software Development Company Service after the effective date of a change constitutes your continued acceptance of the terms of this agreement, the Memphis Software Development Company Service, and its fee schedule.

#### **6. Information About You and Your Business**

(a) Memphis Software Development Company is committed to protecting your privacy. Memphis Software Development Company will never sell personally identifiable information about you or your business to any third party without first receiving your permission, and all uses of any personally identifiable information about you or your business will be subject to our [Privacy Policy](#).

(b) In order to protect you, Memphis Software Development Company uses state-of-the-art technology to protect your data from unauthorized third parties. Currently Memphis Software Development Company uses encryption to protect your data and secure your transactions. encrypting all your personal information, including your credit card number, name, and address, as it is transmitted over the Internet.

#### **7. Memphis Software Development Company Rights**

(a) Member Site Content Changes. Memphis Software Development Company reserves the right to make changes to Member Site upon written request by you to Customer Support to do so, such as through email, or upon breach of any of the provisions of this Agreement by providing you notice of such breach and reasonable time, determined by Memphis Software Development Company at its sole discretion, to rectify the infringing content. If after such time has expired the Member Site does not conform to Memphis Software Development Company 's satisfaction, Memphis Software Development Company may make changes to the content of Member Site to bring it to compliance with this Agreement. Member agrees not to hold Memphis Software liable for any foreseeable, unforeseeable, direct, or indirect consequences

that may result from changes made by Customer Support to Member Site in response to Member request to do so or in response to a Member Site that breaches this Agreement. Memphis Software Development Company 's decisions are final and binding. Notwithstanding the above, Memphis Software Development Company also reserves the right to discontinue the provision of any or all aspects of the Memphis Software Development Company Service or any Memphis Software Development Company Solution to any Member for any breach of this Agreement.

(b) Communications. Memphis Software Development Company reserves the right to communicate with all Members regardless of their email subscriptions in the event that important messages need to be communicated to Members, including, but not limited to, service outages, material changes or modifications to the service, and notice of changes to this Agreement.

## **8. Term/Termination**

(a) Term.

This agreement shall be effective upon when you (Online) click on the Charge My Credit Card button or (Printed Agreement) By signing, until terminated in accordance with the provisions below.

(b) Termination by Memphis Software Development Company.

(i) Memphis Software Development Company may at any time without notice to you discontinue any or all aspects of the Memphis Software Development Company Service or restrict your use of the Memphis Software Development Company Service in whole or in part for any breach of this Agreement by you; or if Memphis Software Development Company determines in its sole and exclusive judgment that terminating your use of the Memphis Software Development Company Service is necessary for security reasons or for proper continued operation of the Memphis Software Development Company Service; or your use of the Memphis Software Development Company Service, Memphis Software Development Company Solution, or Technology is not for legitimate business purposes, or your use of the Memphis Software Development Company Service violates any laws or regulation; or if Memphis Software Development Company receives information that the Memphis Software Development Company Service or your use of the Memphis Software Development Company Service (or any part thereof) may violate any third-party right. For more information on copyright infringement, go to our [Notice of Copyright Agent page](#).

(ii) Memphis Software Development Company may at any time, with thirty (30) days notice to you, modify or discontinue any or all aspects of the Memphis Software Development Company Service.

(iii) Memphis Software Development Company may at any time, with ten (10) days notice to you, modify or discontinue any or all aspects of the Memphis Software Development Company Service or any Memphis Software Development Company Solution, if the credit card number you provide Memphis Software Development Company expires, or if Memphis Software Development Company is unable to charge valid charges to that credit card number, or if you otherwise fail to make payments

due to Memphis Software Development Company hereunder.

(iv) Upon termination of this Agreement, all rights granted to you under this Agreement shall terminate immediately. If Memphis Software Development Company terminates this Agreement or suspends your access to the Memphis Software Development Company Service, you will remain liable for the full charge for the period during which we terminate or suspend your Memphis Software Development Company Service. Following such termination or suspension, you agree not to reregister for or otherwise access the Memphis Software Development Company Services without Memphis Software Development Company 's prior written approval. Memphis Software Development Company reserves the right to delete any data files associated with your use of the Memphis Software Development Company Service upon termination of this Agreement.

(c) Termination by You.

You may cancel your Memphis Software Development Company Service at any time after your 24-month obligation. To cancel, you must submit a written request to Customer Support at least five (5) business days before the beginning of your next billing period. If your notice to Memphis Software Development Company is within this five (5) business-day period before the beginning of your next billing period, you will be charged for the subsequent billing period, and the cancellation will take effect for the following billing period.

### **Effects of Cancellation**

Early cancellation of your contract requires you to pay a \$175.00 cancellation fee. If you cancel your Memphis Software Development Company Service, then as of the end of the applicable billing period, you will no longer have access to any of the tools and services included in the service, therefore: (i) Memphis Software Development Company will no longer host your web site, and all of your Information will be deleted; (ii) you will no longer have access to any site building services, communication tools, or reports; (iii) (for Connect and Store only) you will no longer have access to your Web Mail, and any files, emails, attachments, email addresses, and any other information or content included in your Web Mail account will be deleted; (iv) (for Connect only) your site will no longer be automatically submitted or resubmitted to any search engines included in Search Engine Manager, and you will no longer receive any of the benefits of such service.

MEMPHIS SOFTWARE DEVELOPMENT COMPANY IS NOT RESPONSIBLE FOR THE DELETION OF ANY FILE, ATTACHMENT, INFORMATION, CONTENT, OR ANY OTHER CONSEQUENCE OF YOUR DECISION TO CANCEL THIS SERVICE.

### **9. Indemnification**

You agree to indemnify Memphis Software Development Company and hold Memphis Software Development Company harmless against any and all liabilities, cost, and expenses, including reasonable attorney's fees related to or arising from: (i) your use of the Memphis Software Development Company Service in a way that is prohibited or restricted under this agreement; (ii) infringement of any copyright,

trademark, intellectual property, or other right or patent by any material you post or use on your Member Site; (iii) any breach by you of this Agreement; and/or (iv) any indecent, obscene, or libelous material posted on your Member Site.

#### **10. Reporting Violations**

Memphis Software Development Company does not actively monitor the content of Member Sites but will investigate complaints of a violation of third-party rights. Violations or infringement of a third-party copyright, other intellectual property right, or other right will be dealt with in accordance with the Memphis Software Development Company Policy.

#### **11. Proprietary Rights**

As between the parties, Memphis Software Development Company acknowledges that it claims no proprietary rights in your Information or any intellectual property right contained therein. As between the parties, you acknowledge and agree that Memphis Software Development Company and its licensors own all right, title, and interest in: (a) the Memphis Software Development Company Service or any Memphis Software Development Company Solution; (b) the Technology available on the Memphis Software Development Company Service or Memphis Software Development Company Solution; (c) and all content, including but not limited to text, software, music, sound, photographs, video, graphics, or other material contained or maintained on the Memphis Software Development Company Service or Memphis Software Development Company Solution (collectively "Memphis Software Development Company Content"), excluding all Member Information. In addition, you agree that the Memphis Software Development Company Content and Technology available on the Memphis Software Development Company Service or any Memphis Software Development Company Solution is protected by U.S. and international copyrights, trademarks, service marks, patents, or other proprietary rights and laws; therefore, you are permitted to use this Memphis Software Development Company Content and Technology only as expressly authorized by Memphis Software Development Company or its licensors. You also understand and agree that the compilation, collection, selection, arrangement, assembly, and coordination of all Memphis Software Development Company Content available on the Memphis Software Development Company Service or Memphis Software Development Company Solution is the exclusive property of Memphis Software Development Company and its licensors and protected by U.S. and international copyright laws. You agree that, except as expressly authorized by Memphis Software Development Company, all the Memphis Software Development Company Content and Technology available on the Memphis Software Development Company Service or Memphis Software Development Company Solution may be used by you only for your internal business and data-gathering purposes. You may make copies of selected portions of the Memphis Software Development Company Content, provided that such copies are made only for your internal use and only if you maintain any proprietary notices contained in such Memphis Software Development Company Content; otherwise you may not make, use, sell, copy, reproduce, distribute, transmit, or create derivative works from this Memphis Software Development

Company Content or Technology without expressly being authorized to do so by Memphis Software Development Company.

## **12. Trademarks and Service Marks**

Memphis Software Development Company (SM), Step-by-Step to Success on the Web (SM), Memphis Software Development Company Solutions (SM), Memphis Software Development Company Express Services (SM), Where business is everybody's business (SM), and other pending and/or registered trademarks and service marks, and other graphics, logos, and service names used by Memphis Software Development Company on the Memphis Software Development Company Service or Memphis Software Development Company Solutions to identify the products or services of Memphis Software Development Company (collectively the "Memphis Software Development Company Trademarks") are the trademarks of Memphis Software Development Company. You agree not to use the Memphis Software Development Company Trademarks in connection with your products or services or any third-party products or services or in any manner that disparages or discredits Memphis Software Development Company. All other brands and names (including third-party product names) used on the Memphis Software Development Company Service are the property of their respective owners.

## **13. Limitation on Liability**

(a) YOU ARE SOLELY RESPONSIBLE FOR THE PROPER CONDUCT OF YOUR BUSINESS AND ALL OTHER MATTERS UNDER YOUR CONTROL. REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, YOU AGREE THAT IN NO EVENT WILL MEMPHIS SOFTWARE DEVELOPMENT COMPANY, OUR AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OR LICENSORS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE, TECHNOLOGY, OR CONTENT AVAILABLE ON THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE ("MEMPHIS SOFTWARE DEVELOPMENT COMPANY AFFILIATES"), BE LIABLE TO YOU IN ANY MANNER WHATSOEVER: (I) FOR ANY DECISION MADE OR ACTION OR NONACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE; (II) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF MEMPHIS SOFTWARE DEVELOPMENT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE AGGREGATE LIABILITY OF MEMPHIS SOFTWARE DEVELOPMENT COMPANY AND THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM) IS LIMITED TO ANY AMOUNTS YOU HAVE PAID TO MEMPHIS SOFTWARE DEVELOPMENT COMPANY DURING THE TERM OF THIS AGREEMENT FOR ANY

MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE, MEMPHIS SOFTWARE DEVELOPMENT COMPANY SOLUTION, OR TECHNOLOGY.

(c) SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

(d) IN NO EVENT IS MEMPHIS SOFTWARE DEVELOPMENT COMPANY OR ANY MEMPHIS SOFTWARE DEVELOPMENT COMPANY AFFILIATE LIABLE FOR ANY DAMAGES ARISING FROM YOUR FAILURE TO PERFORM YOUR RESPONSIBILITIES IN CONNECTION WITH THIS AGREEMENT, OR ARISING FROM ANY CAUSE BEYOND MEMPHIS SOFTWARE DEVELOPMENT COMPANY'S CONTROL.

(e) THIS SECTION APPLIES TO ALL CLAIMS BY YOU IRRESPECTIVE OF THE CAUSE OF ACTION UNDERLYING YOUR CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT (EVEN IF IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH), OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, AND/OR OTHERWISE.

#### **14. Warranties/Disclaimers**

(a) **Hosting Members only: If you have purchased hosting from** Memphis Software Development Company, **then** Memphis Software Development Company **offers you the following Performance Guarantee:**

Once your site is published, you can expect 99 percent availability in any calendar month, excluding scheduled maintenance or outages beyond our control or other third-party service provider outages. Your published site is available when end users are able to download your homepage from Memphis Software Development Company.

If your published site is available less than 97 percent but more than 95 percent of any calendar month, you will receive a Memphis Software Development Company credit of 10 percent of your monthly Memphis Software Development Company Connect Service fee for the affected month.

Once a Memphis Software Development Company credit is given, it will be applied to your next billing cycle. If a credit is necessary, you will receive the appropriate credit within 6 to 8 weeks of the end of the month in which the Performance Guarantee was breached. In no event will Memphis Software Development Company refund any portion of the Memphis Software Development Company Connect Service fee. Availability shall be calculated solely by Memphis Software Development Company. This Performance Guarantee does not apply to any technology offered to you in a "preview" or "beta" mode.

The remedy stated above is your sole remedy for any breach of the Performance Guarantee.

(b) THE OPINIONS AND VIEWS EXPRESSED IN ANY MEMBER SITE DO NOT REFLECT THOSE OF MEMPHIS SOFTWARE DEVELOPMENT COMPANY, AND MEMPHIS SOFTWARE DEVELOPMENT COMPANY DOES NOT REVIEW, VERIFY, ENDORSE, OR OTHERWISE VOUCH FOR THE CONTENT OF ANY MEMBER SITES. MEMPHIS SOFTWARE DEVELOPMENT COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF ANY MEMBER PAGE. MEMBERS ARE SOLELY RESPONSIBLE FOR EVERYTHING CONTAINED IN THEIR OWN MEMBER SITE. MEMBERS MAY BE HELD LEGALLY LIABLE FOR THE CONTENTS OF THEIR MEMBER SITE AND MAY BE HELD LEGALLY ACCOUNTABLE IF THEIR MEMBER SITE INCLUDES, FOR EXAMPLE, ANY DEFAMATORY COMMENTS OR MATERIAL PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, OR TRADE SECRET OR OTHER LAWS WITHOUT THE EXPRESS PERMISSION OF THE AUTHOR OR OWNER.

(c) MEMPHIS SOFTWARE DEVELOPMENT COMPANY IS NOT RESPONSIBLE FOR THE DELIVERY OR QUALITY OF ANY GOODS OR SERVICES SOLD OR ADVERTISED THROUGH THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY NETWORK OR THROUGH ANY MEMPHIS SOFTWARE DEVELOPMENT COMPANY AFFILIATE PROGRAM OR THROUGH THE MEMBER SITES.

(d) EXCEPT FOR 14(a), ALL MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE, CONTENT, AND TECHNOLOGY PROVIDED IN ASSOCIATION WITH THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER MEMPHIS SOFTWARE DEVELOPMENT COMPANY NOR MEMPHIS SOFTWARE DEVELOPMENT COMPANY LICENSORS MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE, CONTENT, TECHNOLOGY, OR PRODUCTS THAT MEMPHIS SOFTWARE DEVELOPMENT COMPANY OR ITS LICENSORS OR ANY OTHER THIRD PARTY PROVIDES, AND MEMPHIS SOFTWARE DEVELOPMENT COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE SAME. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS GIVEN THAT THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE OR TECHNOLOGY IS ERROR-FREE. MEMPHIS SOFTWARE DEVELOPMENT COMPANY AND ITS LICENSORS DISCLAIM ANY WARRANTY OF TITLE OR ANY OTHER WARRANTIES FOR ANY THIRD PARTY'S OFFERING (S) OR PRODUCT (S).

(e) MEMPHIS SOFTWARE DEVELOPMENT COMPANY DOES NOT GUARANTEE THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO YOUR INFORMATION. MEMPHIS SOFTWARE DEVELOPMENT COMPANY AND ITS LICENSORS ARE NOT RESPONSIBLE FOR INVALID DESTINATIONS AND TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE

SECURITY OF YOUR INFORMATION CARRIED OVER INTEREXCHANGE CARRIERS', LOCAL EXCHANGE CARRIERS', OR OTHER PROVIDERS' FACILITIES.

(f) THE DOCUMENTS AND GRAPHICS APPEARING ON THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE MAY INCLUDE TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, AND OUT-OF-DATE INFORMATION; THEREFORE YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE OF THE MEMPHIS SOFTWARE DEVELOPMENT COMPANY SERVICE, MEMPHIS SOFTWARE DEVELOPMENT COMPANY SOLUTION, OR TECHNOLOGY.

(g) MEMPHIS SOFTWARE DEVELOPMENT COMPANY MAY PROVIDE LINKS TO OTHER WEB SITES OR RESOURCES. YOU ACKNOWLEDGE AND AGREE THAT MEMPHIS SOFTWARE DEVELOPMENT COMPANY IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES OR RESOURCES, AND DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES. YOU ALSO AGREE THAT MEMPHIS SOFTWARE DEVELOPMENT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON SUCH EXTERNAL THIRD-PARTY SITES.

(h) If you purchase Memphis Software Development Company Connect: Memphis Software Development Company makes no warranty or guarantee as to the effect of Search Engine Manager on your business results.

## **15. Miscellaneous**

(a) This Agreement shall be governed by and construed in accordance with U.S. federal and Tennessee laws, excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement. You agree to submit to the exclusive jurisdiction of the federal and state courts of the state of Tennessee, which are located in Memphis, TN. If local laws prohibit your participation in any part of the Memphis Software Development Company Service, or use of them, then you are responsible for complying with such laws and the terms of this Agreement.

(b) Any and all disputes between you and Memphis Software Development Company will be settled by arbitration in Memphis, TN., in accordance with the regulations of the American Arbitration Association then in force, and you agree that all negotiations, discussions, and settlements shall be subject to obligations of confidentiality and shall not be disclosed to any third party.

(c) If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

(d) All notices to you shall be in writing and shall be made either via email or conventional mail, or by posting such notices on the Memphis Software Development Company Service. Memphis Software Development Company may broadcast notices or messages through the Memphis Software Development Company Service to inform you of changes to this Agreement, the Memphis Software Development Company Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to Memphis Software Development Company from you must be made in writing via our [Customer Support form](#).

(e) Memphis Software Development Company 's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Memphis Software Development Company in writing.

(f) Except in the event that you purchase any Memphis Software Development Company Solution, this Agreement comprises the entire agreement between you and Memphis Software Development Company and supersedes all prior agreements between the parties regarding the subject matter contained herein. Should you choose to purchase any Memphis Software Development Company Solution, you will be bound by all terms and conditions relating to the provision of such Memphis Software Development Company Solution.

(g) Your membership in the Memphis Software Development Company Service and any of your rights hereunder may not be assigned or transferred to any third party. Memphis Software Development Company reserves the right to assign this agreement to any third party that acquires all or substantially all of its relevant business or assets.

(h) The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

(i) You represent and warrant that you are over the age of 18 years, have read this Agreement, and agree to be bound by its terms and conditions.

<b>Contact Information</b>		
	<b>Physical Address</b>	<b>Billing Address</b>
<b>Customer Name</b>		
<b>Address</b>		
<b>Address 2</b>		
<b>City, State, Zip</b>		

	<b>Name</b>	<b>Phone Number</b>	<b>E-mail Address</b>
<b>Billing Contact</b>			

Technical Contact	Contact Number	Contact Email	Contact Address

Services				
Domain Name	Start Date	Who Will manage Domain Name	Automatic Renewal	Expiration Date

Template #	# of pages	Monthly Cost	Yearly Cost	Domain Name Cost	Length of Term

Mailboxes / @domain.com (Separate User Id's with a comma)	Type	Control Panel Username	Control Panel Password

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT (Revision 1.0pages total) THE PARTIES ALSO ACKNOWLEDGE THAT THEY HAVE READ THE ADDITIONAL TWO (2) PAGES OF THIS AGREEMENT AND ANY ADDENDUM IF CHECKED AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY FURTHER WARRANTS THAT IT HAS FULL CORPORATE POWER AND AUTHORITY TO ENTER INTO AND DELIVER THIS AGREEMENT AND TO PERFORM ITS OBLIGATIONS HEREUNDER, AND THAT THE PERSON WHOSE SIGNATURE APPEARS BELOW IS DULY Authorized TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT PARTY.

*In Witness whereof, the parties have entered this Agreement as of the date set forth:*  
(Please type or print all information except signatures)

\_\_\_\_\_  
Print Name of Authorized Customer Representative Representative

\_\_\_\_\_  
Print Title of Authorized Customer Representative Representative

\_\_\_\_\_  
Date

Booker Miller  
\_\_\_\_\_  
Print Name of Authorized

CEO  
\_\_\_\_\_  
Title of Authorized

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Signature of Authorized Representative

### REQUIRED CREDIT CARD INFORMATION

\_\_\_\_\_  
Name on Card

\_\_\_\_\_  
Billing address for card

\_\_\_\_\_  
Card Type

\_\_\_\_\_  
Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
CCV Code

**Self-Renewing Contract:** After the 2-year term is up on this contract, unless you specify otherwise the contract will remain in effect.

**Electronic Billing Notifications:** Invoices are sent to your email address on the 25th of each month

**Billing cycle:** Invoices are due on the 1st of each month. Your credit card will be run between the 1<sup>st</sup> and 3<sup>rd</sup> of each calendar month for the monthly hosting fee and any other outstanding fees.

**Late Fees:** Invoices not paid by the 5<sup>th</sup> of the month are subject to a 3.5% of outstanding or \$5.00, which ever is greater, added to your account.

**Disconnect:** Invoices not paid by the 18<sup>th</sup> of the month, are subject to service interruption.

**Reconnect Fee:** Service interrupted, due to non-payment, a \$15.00 reconnect fee in addition to your balance is required to restart your hosting services.

**Credits:** All Credits will appear on the next month's bill.

**Service Interruptions:** In the event your service goes down, credits are issued for the time of delayed service.

**Extensions:** request for extra time to pay your bill must be made in writing to be valid and sent via email or fax.

**Domain Name Renewal:** You will receive notification one month prior to your domain name expiration date.

\*\* All requested information and a signed copy of this contract must be submitted via fax or email to start website building process \*\*