

WEBMVMT

WEB SERVICES AGREEMENT

Last Revised: February 21, 2017

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Professional Web Services Agreement ("Agreement") is entered into by and between WebMVMT.com, LLC, a Delaware limited liability company ("WebMVMT") ("WebMVMT ") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of WebMVMT's Professional Web Services ("Service(s)"), and represents the entire agreement between you and WebMVMT concerning the subject matter hereof.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with WebMVMT's [Universal Terms of Service Agreement](#) and [Hosting Agreement](#), which are incorporated herein by this reference.

The terms "we", "us" or "our" shall refer to WebMVMT. The terms "you" and "your" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, except where specifically granted herein.

We may, in our sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not continue to use this Site or the Services. We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. DESCRIPTION OF SERVICES

This Agreement applies to design of websites and web stores, and post-publication changes to websites and web stores.

Purchase of a website design includes the design of a website using the parameters specific to your plan, and as described below:

Logo Design

The Logo Design Service does not include the creation of a custom logo created from completely original elements outside of our current Logo Studio process. Purchase of the logo design service includes an initial interview (via online or by phone), presentation of one (1) initial designs, and one (1) rounds of requested revisions to the selected design. WebMVMT will charge a fee for additional designs/revisions requested by you. The amount of the fee will be

communicated to you and is required to be paid prior to the start of work on additional revisions/designs.

- **Rights in Logo Design:** Notwithstanding anything to the contrary in this Agreement, with regard to the Logo Design Service only, and upon payment in full, you have ownership of the Logo Design provided to you for use in any manner you deem appropriate. You acknowledge that your ownership rights under this Agreement is limited to the final Logo Design provided to you by we, and that no ownership interest in any trademarks or service marks contained in or made a part of the final Logo Design, to include any original graphical element from our Logo Design Studio (collectively, "WebMVMT Pre-Existing IP"), conveys and that we expressly reserve all right, title and interest in and to the same. Notwithstanding, we hereby grants you a worldwide, royalty-free, perpetual and irrevocable right and license to WebMVMT Pre-Existing IP contained in or made part of your Logo Design for use as contemplated by this Agreement. You hereby grant us a royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive, worldwide right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, communicate to the public, perform and display (in whole or in part), and/or incorporate in other works the Logo Design, in any form, media, or technology now known or later developed for promotional purposes of WebMVMT and/or our Logo Design Service.

- **Disclaimers:** You hereby acknowledge that we shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the final Logo Design. Accordingly, you are encouraged to perform your own independent searches with regard to the Logo Design. Furthermore, you acknowledge that we shall have no responsibility or obligation of any kind to assist you in seeking state, federal, country or international intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Logo Design, nor shall we be responsible to assist in any way in your attempt to procure or perfect such rights in the Logo Design. You understand that it is your obligation alone to copyright the logo design and/or seek trademark protection to the extent you deem appropriate and/or necessary.

Website Design

- **Simple Site Design** includes the choice of one (1) design template, one (1) round of revisions (not to include new content), and no Update Services. Update Services available for purchase.

- **Website Design** includes your choice of one (1) design template, up to five (5) site pages, one (1) revision after your site is completed (not to include new content), and up to six (6) hours total of update services. Additional update services are available for purchase.

- **WordPress Design** includes your choice of one (1) design template, up to ten (10) site pages, and one (1) revision after your site is completed (not to include new content). WordPress design does not include update services. However, update services are available for purchase. Once the site has completed the initial revisions phase, no additional work will be completed by WebMVMT Design Team without the purchase of Update services and only if deemed within WebMVMT Design Team' scope of support for WordPress Design.

Web Store Design

Purchase of a web store design includes the design of a web store using the parameters specific to your plan, and as described below ("Web Store"):

- **Standard eCommerce Design** includes your choice of one (1) design template, up to seven (7) site pages (homepage, four (4) interior pages, Terms of Service page, and Contact page), basic setup of your first ten (10) products or setup of your first five (5) products with options, one (1) revision after your site is completed (not to include new content), and up to six (6) hours total of update services. Additional update services are available for purchase.
- **Wordpress eCommerce Design** includes your choice of one (1) design template, up to seven (7) site pages (homepage, four (4) interior pages, Terms of Service page, and Contact page), basic setup of your first ten (10) products or setup of your first five (5) products with options, and one (1) revision after your site is completed (not to include new content). WordPress design does not include update services. However, update services are available for purchase. Once the site has completed the initial revisions phase, no additional work will be completed by WebMVMT Design Team without the purchase of Update services and only if deemed within WebMVMT Design Team' scope of support for WordPress Design.

You are solely responsible for providing your product descriptions, images, pricing and other product information, and for confirming this information before approving your web store for publication. Excluding the initial design and basic setup included in your plan, you are solely responsible for all other storefront content configuration, including configuration of tax collection methods, shipping methods, and payment methods.

Managed Local Listing

Managed Local Listings services enable customers to search for, add, update, and publish their business name, address, phone, menus, and website URL to online partners via a website interface (the "Website"). If you elect to cancel, your data and stored information may be deleted such that it may not be capable of being restored. All images and text on the site will remain your property, but we will retain ownership of the files and code on the site as being proprietary to the website platform.

SEO Services

Search Engines ultimately choose which rankings are assigned to websites. While our practices have historically given our customers higher search rankings, no SEO provider including WebMVMT can guarantee rankings on search engines. Website access. In order for SEO to be effective, WebMVMT must have website credentials and access in order to make on-site changes. By agreeing to these Terms of Service, you are hereby granting permission to post on your behalf on your site, for SEO purposes.

SEO Services is a 12-month commitment billed monthly. You are expected to stay at the agreed upon price for 12 months. You can cancel SEO Services at any time and WebMVMT will not bill you for future months. However, you will not be refunded the cost of the present or past months. When you cancel, you become responsible for maintaining any and all of the onsite or offsite optimizations previously done by SEO Services. If you cancel SEO Services within 48 hours of buying them, you can receive a full refund, including for the first month. After 48 hours, however, you will have to pay for the first month and will only be refunded for the time beyond that first

month. If you elect to cancel, your data and stored information may be deleted such that it may not be capable of being restored. All images and text on the site will remain your property, but we will retain ownership of the files and code on the site as being proprietary to the website platform.

3. YOUR OBLIGATIONS

Reasonable Requests. You agree that all requests will be reasonable in nature and within the scope of the Services purchased.

Obligation to Maintain Subscription. All Services, including any free products or services included in your plan, must be associated with a specific website or web store at the time of purchase and are not transferable to other accounts, websites or web stores thereafter. Provision of all Services, including any free products or services included in your plan, is dependent upon your active subscription to the Services. Failure to maintain your account in good standing will result in termination of any outstanding or pending Services, including any free products or services included in your plan, without refund or credit. Recurring billing for your Services plan will begin on the date of purchase.

Provision and Timing of Design Services. After your initial purchase of a Website or Web Store Design plan, you will be required to (i) complete an interview form, and (ii) submit your content in the Design Manager. Upon approval of all of your content, we will begin building your Website or Web Store.

Submission of Content. You are responsible for submitting all copy, images, and other content for your Design, unless you approved content provided by the design team. All provided content should be copies and not the originals. You agree to respond to any request for content, feedback or approval within ten (10) business days. All content must be submitted electronically and we will not return any materials you provide. Arrangements may be made for the delivery of files that are too large to be transmitted electronically, but additional fees may apply and the quoted completion date may be extended. We may in our sole discretion, require you to re-submit images if we determine that the images are not of high enough quality. If you do not submit the content within ten (10) business days, we will attempt to confirm your content submission is complete, but we reserve the right to progress the site to build stage, and you will only be able to add additional content using update services. It is your responsibility to maintain independent back-up copies of any materials you submit. We expressly disclaim any liability or responsibility for any loss, damage or destruction of any content or materials you submit.

Automatic Publication. Within ten (10) days of receiving notice that your Website or Web Store is ready for review, you must either (i) provide us with your revisions, or (ii) notify us that you have no revisions. If you fail to take either such action within ten (10) days, your Website or Web Store will be published on your behalf without further review. Any time after publication, you may elect to de-publish your site by changing DNS settings on your domain name.

Included update services. It is your responsibility to initiate your included update services before their expiration through the Design Manager. Once we receive your request for maintenance and all necessary materials or content, we will complete the requested maintenance and re-publish your site without further review.

Completion of Service. Publication of your Design is acknowledgement of your satisfaction with the Services provided to date and releases us from any obligation for further revisions or

alterations at that time or until the next update services are initiated. You also acknowledge and agree that once your Design is published, you will not be entitled to any credits or refunds for any reason including, but not limited to, dissatisfaction with your Design.

update services Downgrade. Your subscription may have included a update services plan. Once you have maintained your Services subscription for a full twelve (12) months, you may contact us to downgrade to a plan that does not include any minutes for Monthly update services. If you downgrade your plan, you may either (i) maintain your Design yourself using our control panel, or (ii) purchase update services. After downgrading, if you wish to return to a plan that includes monthly maintenance minutes, you will be required to commit to a plan no less than six (6) months in duration.

Privacy. We may provide Website building admin permissions, to subcontract work on behalf of our customers, to various unidentified third-party service providers.

Our Right to Terminate Your Service. You understand and agree that WebMVMt has the absolute right and power, in its sole discretion and without any liability to you whatsoever, to terminate your Service if:

- i. You fail to complete the interview form or submit content for your initial Design within six (6) months of purchasing your plan. If we have not commenced any work on your Design at the time of cancellation, you may be eligible for a partial refund of the fees associated with the remaining time left on your plan.
- ii. You fail to provide any other requested content, feedback or approval within thirty (30) days of our request. If we have commenced work on your Design (which means any commencement of the creative process), you may be eligible for a partial refund of the fees associated with the remaining time on your plan, but you will be charged for the work completed to date, plus a cancellation fee at the rates described in our [refund policy](#).

User Content. It is solely your responsibility to ensure that any and all User Content provided to us to perform the Services on your behalf does not infringe or violate the intellectual property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and/or to ensure that you have acquired any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or other proprietary information of third parties therein included in the User Content. We shall have no liability and you agree to defend and indemnify us against any actual or alleged claim that any User Content provided by you infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

4. LIMITATIONS

Reasonable Expectations. We strive toward providing Services that meet your expectations. However, we do not guarantee expectations will be met if requests are unreasonable or unable to be completed within the scope of the Service.

Your Delay. Our completion of the Services depends upon your timely feedback and approval in the Design Manager within your account. We are not responsible for additional fees, time, or

expenses incurred because of delays caused by your lack of or untimely response, feedback or approval, including your failure to initiate the design process.

Limits on Content. We reserve the right to refuse any direction to create a Design that exploits children, contains pornography or other tasteless images, contains copyrighted or trademarked materials of others or infringes on the intellectual property rights of another, harasses, defames or slanders another, encourages or promotes terrorism or other illegal activities, contains illegal content, or for any other reason that we, in our sole discretion, decide.

Store product catalogs. Standard Store design plans are capped at 1500 products. While there is not a cap on total number of products for Premium Store Designs, performance may begin to slow at varying numbers of products depending on potential physical and practical constraints, including (but not limited to): System architecture, system capacity, system load, end-user Internet connectivity, and end-user computer configurations. Product catalogs larger than 3000 products may require additional hosting bandwidth at an additional monthly cost to you.

No Obligation to Back-Up. We have the right, but not the obligation, to back up or archive your Design before delivery or in the event of cancellation.

Limitations on Design Services. The following services are not included in any of the initial Design plans, but may be purchased separately as Updates: (i) any revisions beyond the revisions included in your applicable Design plan; (ii) photo manipulation services, such as cutting the image out from the background, adding shadows, cleaning up the image from dust and scratches, making images a uniform size, and adjusting levels/brightness to match. The following photo manipulation services are not available, even as Updates: color correction or making a low-resolution image a higher resolution.

Integration with Website Builder Hosting Platform. Websites and Web Stores designed by us are built on and integrated with our hosting platform, and any attempt to migrate or otherwise transfer any such website or web store to another hosting provider is a violation of this Agreement.

No Endorsement. We do not endorse any of the Designs built using the Services, and expressly disclaim any and all liability or responsibility regarding the same.

Security of Account. You are responsible for maintaining the security of your account. You are also solely responsible for the activity that occurs on your account, whether authorized by you or not. You must keep your account information and passwords secure. We expressly disclaim any responsibility or liability for any unauthorized use of or access to your account.

Managed WordPress Design. We expressly disclaim any responsibility for liability due to hacking of any websites.

Plug-ins/Add-ons. We are not responsible for the maintenance on any WordPress third-party add-ons or plug-ins added to your website during or after initial build. Some feature functionality requests may require paid plug-ins that the customer must purchase, and require additional update services to install and set up. You are solely responsible for ensuring your add-ons or plug-ins remain current and are functional.

Hosting Outage. We are not responsible for website outages arising from the WordPress hosting account.

5. GENERAL RULES OF CONDUCT AND RESTRICTIONS

Websites. In addition to Section 4 (General Rules of Conduct) contained in the Universal Terms of Service Agreement, you acknowledge and agree that you shall not use the Services in a manner, as determined by us in our sole and absolute discretion:

- To display or advertise pornographic, X-rated, sexually explicit, adult-themed, or otherwise tasteless materials, images, products or services (including, but not limited to, clothing, accessories, novelties and toys and/or massage, dating, escort or prostitution services); or
- That uses pornographic, X-rated, sexually explicit or adult-themed keywords or images in video names, descriptions or listings.

Web Stores. You are responsible for ensuring that any product posted for sale in your Web Store is in compliance with all applicable laws and regulations where your items can be purchased. We reserve the right and sole discretion to determine whether the sale of any particular item is illegal or otherwise prohibited, and to ban the sale of any prohibited item(s) and/or cancel your Web Store Service. Prohibited items include, but are not limited to, the following:

- Illegal items and/or items that encourage, promote, facilitate or instruct others to engage in illegal activities;
- Controlled substances and illegal drugs (including prescription drugs), items used to manufacture controlled substances and illegal drugs, and drug paraphernalia;
- Adult websites and services (pornography, strip clubs);
- Credit or debit cards (active or inactive), Government IDs;
- Domain names;
- Sites selling stolen or unauthorized items, including counterfeit products, copies of movies (VHS, DVD, etc.), software, or third party trademarks;
- Products that have been recalled by the Consumer Product Safety Commission.

6. OWNERSHIP OF CONTENT AND DESIGNS

By submitting content for your Design to us, you grant us an unrestricted license (i) to use the content for the purpose of creating your Design, and (ii) to display screenshots of your Design online, in marketing materials, or in any other manner we desire.

Except for the content provided by you, Designs created on your behalf by us belong to us, and all such Designs and copies are subject to copyright, trademark, patent, and other intellectual property laws of the United States and foreign countries. We grant you an unrestricted license to use the Design created for you so long as your Services subscription remains active and in good standing. Cancellation of your Services subscription terminates your license to use the Design created for you.

You agree to prevent any unauthorized copying of your Design. Unless otherwise specifically provided in this Agreement, no right or license under any copyright, trademark, patent, or other intellectual property right or license is granted by this Agreement. We reserve all rights not expressly granted herein.

7. OTHER PRODUCTS AND SERVICES

The Services may include access to other of our products and services.

If your Design plan includes an Email account and/or SSL Certificate, it will be your responsibility to setup those services.

If your Design plan includes an Online Store, we will set up that product for you as part of our Service. Your electronic acceptance of this Agreement signifies that you have also read, understand, acknowledge and agree to be bound by the [Online Store/Quick Shopping Cart Agreement](#), which is incorporated herein by reference.

If your Design plan includes Search Engine Visibility, you may make a request in the Design Manager for us to set up that service for you in conjunction with your Design. If you make that request, then your electronic acceptance of this Agreement signifies that you have also read, understand, acknowledge and agree to be bound by the [Marketing Services Agreement](#), which is incorporated herein by reference. To facilitate the set up of this additional service, you will be required to fill out an electronic worksheet providing the necessary information, setup and details for configuration before we can complete the set up. Our set up and configuration of these services will use one month (one 30-minute block) of the Maintenance included with your Design plan. Once set up and configured, continued monitoring of the Search Engine Visibility service will be your responsibility.

8. THIRD PARTY IMAGES AND SOFTWARE

Definitions and Scope. As part of the Services, you may be allowed to use certain (i) photographs, illustrations, or other images (“Images”) and/or (ii) software, widgets, add-ons, plug-ins, or other applications (“Software”) developed, owned, or licensed by third-party providers as we may contract with from time to time. If the Images/Software are accompanied by or require consent to a license agreement from the third-party provider, your use of the Images/Software is subject to the terms and conditions of such license agreement, which are in addition to (not in lieu of) the terms and conditions of this Agreement.

Terms and Conditions Applicable to all Images/Software. You acknowledge and agree that (i) the Images/Software have not been sold or distributed to you; (ii) you may use the Images/Software only as part of the Services; (iii) you may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Images/Software; and (iv) you may not modify, reverse-engineer, decompile, disassemble, reverse compile, create derivative works of or attempt to derive the source code from the Images/Software.

Termination. You are solely responsible for canceling your account by notifying your WebMVMT Client Success team by phone or via your own online account access.

Privacy. We may provide your personal information to third-party providers as required to provide the third-party Images/Software. We reserve the right to modify, change, or discontinue use of the Images/Software at any time, and you agree to cooperate in performing any steps necessary in connection therewith.

Limitations. We make no representations or warranties about any third-party Images/Software offered in connection with the Services, and expressly disclaims any liability or responsibility regarding the same.

Indemnification. You acknowledge and agree that you will protect, defend, indemnify and hold harmless us from and against any and all claims imposed upon or incurred by us directly or indirectly arising from your use or misuse of any third-party Images/Software. You acknowledge and agree that the providers of the third-party Images/Software are third-party beneficiaries to this Agreement for purposes of enforcing only their rights under this Agreement.

Additional Terms and Conditions Applicable to Fotolia. You acknowledge and agree to [Fotolia's Terms and Conditions of Use](#).

Additional Terms and Conditions Applicable to MapQuest. You acknowledge and agree that you will not (i) record, save, archive, store, create a database of or otherwise copy in any manner any map or driving directions (or any portion thereof) other than as may be necessary to generate

such map or driving directions to view and print them on a temporary basis; (ii) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose any map or driving directions to any third party; or (iii) cause, assist or with knowledge permit any third party to do any of the foregoing.

[Additional Terms and Conditions Applicable to eBay.](#) You acknowledge and agree that you will comply with the [eBay Developers Program & API License Agreement](#). You acknowledge and agree that eBay owns all rights in the Developers Program intellectual property as described in the Developers Program & API License Agreement.

[Additional Terms and Conditions Applicable to WordPress.](#) You acknowledge and agree to [WordPress' Terms and Conditions of Use](#).

9. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

10. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the "Agreement"), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

11. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.

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