



WEBSITE SET UP INSTRUCTIONS

WELCOME TO DATAMAX WORDPRESS BLOGS (AUGUST SALE)

The following instructions and Hosting Agreement will help you to set up your new WordPress Blog so you can begin actively posting. The following includes instructions for site set up and the fee structure at DataMax. When complete, fax your Agreement to DataMax at (239) 274-7994 or email to submissions@datamaxmarketing.com

SET UP REQUIREMENTS

To set up your new WP blog, DataMax only requires one (1) document:

- The Website Hosting & Support Agreement (attached)

SET UP FEES (AUGUST SALE) \$94.95 Flat “Wrap” Fee Includes

- Domain and Hosting (1 year)
- WordPress Setup
- Business Email Address (1 year)

CONTINUING SERVICE

The “Wrap” Fee hosts your site for a period of 12 months. To host your blog site thereafter, DataMax hosting and email support fee will be:

- Hosting \$9.99 per month
- Business Email (free)
- Domain renewal \$14.95 (paid in the 11th month)

DMS Website Blog Hosting & Support Agreement

Below you will find our account service contract. Unfortunately, in these days of lawyers and lawsuits, such contracts become necessary. The document is relatively straight forward legalese. Naturally, as providers of site design and hosting services, we cannot be responsible for your day-to-day actions and must maintain an arms-length relationship at all times. Rest assured that we have always maintained the highest standards of service for our customers and will always continue to do so in the future.

THE AGREEMENT: DATAMAX WORDPRESS BLOG SETUP AND HOSTING

DataMax Marketing Systems, Inc. (hereinafter known as DMS), is a marketing services and web services provider. User accounts on our internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this Agreement, hosting of your website on DMS servers is the representation that you have read and understand this Agreement and that you agree to be bound by the terms and conditions below fully.

1) **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless DMS from any and all liability, penalties, losses, damages, costs, expenses, attorney's fees, causes of action, or claims caused by or resulting indirectly from your use of our service which damages either you or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your web site and your account, including, but not limited to, domain name selection, your business activities, and your web site's content.

2) **REFUSAL or DISCONTINUATION OF SERVICE**

DMS reserves the right to refuse or discontinue service to anyone at its sole discretion. DMS reserves the right to refuse to post information or materials, in whole or part, that, in its sole discretion, it deems are unacceptable, undesirable, or in violation of this Agreement. DMS reserves the right to immediately discontinue service for any condition of non-payment for services rendered.

3) **CONTRACT PERIOD**

This initial Hosting and Support Agreement shall be for a period of 12 months (the Contract Period) and shall automatically renew on a month by month basis thereafter unless you notify DMS to the contrary.

4) **CONDITIONS OF PAYMENT**

You agree to supply appropriate payment for the services rendered by DMS in advance of the time period during which such services are provided. You additionally agree that all "set up fees" are non-refundable once set up is completed. You agree that until or unless you notify DMS of your desire to cancel any or all services received, those services shall be billed on a recurring basis. You agree to pay by credit card which will be billed and charged automatically, and that DMS may apply the amount due to the provided card at any time. You agree that there will be no pro-rated return of funds for unused time periods in the event of account / service termination.

- **Setup Fee:** You agree to pay an initial Set Up Fee charge of \$94.95
- **Hosting Fee:** You agree to pay \$9.99 per month hosting and support to begin 12 months after setup. You agree to maintain your hosting account as "in good standing" always paid in advance 30 days.
- **Late Fee:** If your credit card fails in any given month, you will receive an email to that effect and your website will be temporarily suspended until you provide us with a credit card update. If you fail to remedy the delinquency within 3 days of suspension and you wish to reinstate, you agree to pay a "late fee" of \$10 plus the delinquent hosting amount.
- **Rebuild Fee:** If your site has been temporarily suspended for over 30 days and you wish to reinstate you agree to pay a site rebuild fee of \$25. To reinstate after 61 days, your site must be fully re-purchased.
- **Attorney's Fees:** You agree to pay any attorney's fees associated with legal matters resulting as a violation of this Agreement.

5) **NO WARRANTIES or REPRESENTATIONS**

DMS makes no warranties or representations of any kind for the services being offered. The services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to warranties of non-infringement, title, or implied warranties of merchantability or fitness for a specific purpose. No advice given by DMS or its agents or employees shall create a warranty. DMS offers no warranty that the service shall be uninterrupted or error free or that any information, software, or other material accessible as a result of the service is free from viruses or other harmful components. You agree that under no circumstances shall DMS be liable for any direct, indirect, special, punitive, or consequential damages which result in any way from your use of or your inability to use the service, or for third parties' use of the service to access your URL, or to access the

internet or any part thereof, or your or any third parties' reliance on or use of information, services, merchandise, provided on or through the service, or that result from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or transmission, or any failure of performance. If you become dissatisfied with the service provided by DMS or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to notify DMS promptly and request discontinuation of service.

6) SECURE COMMUNICATION MEDIUM NOTICE

You agree that DMS is not considered a "secure communications medium" for the purposes of the ECPA (Electronic Communications Privacy Act) and that no expectation of privacy is afforded.

7) YOUR IDENTIFICATION INFORMATION

You agree that you, as the person legally responsible for the use of this web site are at least 18 years of age. You agree to supply DMS with a current and truthful name, postal address, and telephone number for our records. You additionally agree that you have a continued obligation to maintain this information as current. You agree that you are the authorized user of any credit card that you supply to us for payment upon your account and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

8) EARLY TERMINATION AND DOMAIN TRANSFER

The period of this Agreement shall be for 6 months and will continue automatically unless DMS receives notification from you. Should you wish to terminate our services early, you may do so by notifying our support department through our support directory of services (www.dmsdirectory.com). Domain (URL) transfers are allowed after the 12 month contract period has expired. Transfer of copyright website content including images is prohibited.

9) BACKUP OF DATA

Your use of our services is at your sole risk. DMS is not responsible for data or email received from form fields located on your web site. You agree to take full responsibility for files and email received and to maintain all appropriate backup.

10) PRIOR AGREEMENTS

This Agreement shall supersede any written, electronic, or oral communication you may have had with DMS or any agent or representative thereof and constitutes the complete and total Agreement between the parties.

11) SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provisions shall be reformed only to the extent necessary to make it enforceable.

12) JURISDICTION

This Agreement shall be governed by the laws of the State of Florida. Venue for any breach of this Agreement or cause of action shall be the County of Lee.

ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on DMS servers, you are representing and acknowledging that you have read the aforementioned terms and conditions of service and that you understand such terms and conditions and agree to be bound by them

PRINT NAME _____ SIGNATURE _____

C/C BILLING ADDRESS _____

CITY _____ ST _____ ZIP CODE _____

TELEPHONE _____ EMAIL ADDRESS _____

CREDIT CARD TYPE (Circle One) Visa MasterCard Discover American Express

CREDIT CARD NUMBER _____ EXPIRES _____

When complete, fax to DataMax at (239) 274-7994 or scan and email to submissions@datamaxmarketing.com

Word Press Hosting Code: SALE