

My Local Hosting, Inc. Terms of Service

1. Website Setup

You must purchase a new domain through us at www.Agent-Domains.com. Your website will be published to your new domain name. If you are transferring a domain to us, additional Terms of Service also apply.

Setup includes only the following:

- Your chosen template.
- Your contact information.
- Carrier-customized if applicable.
- All of the forms and content as shown.
- Email account with up to three 100MB boxes.
- Your own PLESK control panel with full dns control.
- We'll remove any forms, product pages, links or content that you don't want.

We will confirm your order by phone, then charge your card upon successful setup of your new website. You have a 10 day unconditional guarantee, during which time you may cancel and receive a full refund for any reason.

2. Hosting

Hosting Plan 1 fee is \$15.00 per month. We are charging you for the ongoing labor that it takes to monitor your website's uptime and performance, phone and email support.

You receive the following:

1. Secure Forms... website forms are hosted on our secure site.
2. Resources Page... multimedia content, brochures and financial calculators.
3. Business Email... up to 3 100MB email boxes with Spam and Antivirus protection.
4. Reliable Hosting... your site is hosted on our dedicated Linux server.
5. Superior Service... phone and email support from folks who care.

Hosting Plan 2 fee is \$30.00 per month and includes everything in Hosting Plan 1, plus up to 30 minutes per month of website edits.

Hosting Plan 3 fee is \$55.00 per month and includes everything in Hosting Plan 1, plus up to 60 minutes per month of website edits, as well as Google AdWords consultation.

Monthly hosting fees are for the previous month's hosting, and are earned fees. There are no partial month refunds. If paying monthly, you may pay by VISA, MasterCard or check. If paying by recurring credit card, we will ask for your written permission to charge your card automatically each month. You may cancel this in writing at anytime, or by email with a return confirmation. If you are paying annually, we accept check only, and we follow industry standards in not issuing partial year refunds.

There is no contract to sign, and you are free to discontinue hosting at any time. The website and forms are yours to host anywhere. Template 001 is licensed under a [Creative Commons Attribution 3.0 Unported](http://creativecommons.org/licenses/by/3.0/) and boils down to this.... if you use it or share it, make sure you link back to us and leave the hidden copyright code intact at the bottom of the html code on each page. All custom work that you paid for is also yours to take and host anywhere if you wish.

3. Domain Names

You alone are responsible for management of your domain name. We do not register your domain and we do not renew it. You will receive a separate bill from the domain registrar prior to renewal (we resell domains through WildWest Domains). If you do not pay this separate fee, the domain registrar will disable your domain, causing your website and email to no longer work. Please be careful of fraudulent communications by registrars that "look like" a renewal notice, when in fact, they are attempting to hijack your domain. Please contact us if you have any questions.

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4. Secure Forms: Source Code - Customization - Delivery By Email

--Secure forms are provided as part of your hosting plan, and they are hosted on our SSL secured domain. The code was written by DagonDesign.com and is available through the Public Domain, as long as attribution remains in the code. We have customized the forms for our templates based upon what most agents have found to be helpful. We fully understand that you may require different fields of information on various forms. We can edit any of the forms for an additional fee.

--If you are using an email address that we provided as part of your hosting plan, your forms will always work. We deliver emailed results of your forms directly to an email box that we provide as part of your hosting, and since we can monitor and control both sides (the sending and receiving) we can guarantee success.

--If you want form results sent to an email address that we did not provide, we cannot guarantee that your current email system will accept our emailed results, and we want to be clear up front about potential problems. Many email systems have sophisticated spam filtering and blocking, and we have spent many hours working with email technicians trying to get past rigid blocking systems. Because of our lower cost business model, we are limited in what we can do. If your current email address is blocking our form results, there is not much we can do, since the blocking is occurring on your side. We suggest getting your "tech person" to help you unblock the email, or have us send the results to a different email box that you control.

5. Search Engines, Search Engine Optimization (SEO) and Internet Marketing

Internet Marketing support, is not part of website setup or hosting. One of the most common questions we receive is "How will people find my website?" This is a question that has spawned an entire industry, called Search Engine Optimization. We are happy to point you in the right direction. We recommend learning about "pay-per-click" advertising at [Google AdWords](#), and about Search Engine Optimization at [SearchEngineGuide.com](#) and [SearchEngineWatch.com](#) We strongly advise that you don't trust anyone who contacts you by phone or email about providing these services. Most are crooks. If someone will not give you real references that you can call, they are most likely a fraud.

6. External Links

External links often "go bad" and no longer work. My Local Hosting, Inc. cannot be responsible for external links that no longer work. Unless we changed it (and we would never do that unless you request it), the only reason a link would "go bad" is if the other website changed it. We can offer advice if this happens, but ultimately you are responsible for supplying us with a new link, and any appropriate charges would be incurred for us to update the link.

7. Hold Harmless for Content

You alone are responsible for obtaining approval to use any other company's banners, logos or trademarked indicia. We cannot convey approval on behalf of another company for anything you request to be placed on your website. In order for My Local Hosting, Inc. to place any other company's logo or trademarked indicia on your website, you must request that we do so. By requesting this, you are agreeing to indemnify and hold harmless My Local Hosting, Inc and its affiliates, against any and all claims, liability, losses, costs and expenses (including lawyers' fees on a solicitor and client basis) for use of such material on your website.

8. Content Restrictions

All services provided by My Local Hosting Inc. may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. My Local Hosting Inc. reserves the right to refuse hosting for any material deemed objectionable. This includes, but is not limited to:

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copyrighted or trademarked material, material judged to be threatening, obscene, pornographic, in "bad taste," or material protected by trade secret and other statute. You alone are responsible for meeting compliance guidelines with any business or regulatory entity. My Local Hosting Inc. cannot convey approval of your website by any regulatory entity.

9. Website, Email and Server Performance

Your website is provided on an "as is" basis. To the extent permitted by law, My Local Hosting Inc. does not warrant that the functionality or operation of your website will be uninterrupted or free from error, that any defects in your website will be corrected, or that the web site or the server(s) that makes it available are free of viruses or other harmful conditions or components. My Local Hosting Inc. cannot guarantee that your website will appear or function properly in every browser. My Local Hosting Inc. builds every website for optimal performance in Internet Explorer and Mozilla FireFox (in whatever the current versions are at time of publication). There are other browsers used by a very small percentage of the population; My Local Hosting Inc. cannot guarantee performance on these browsers. Also, My Local Hosting Inc. cannot be responsible for any future browser upgrades by Internet Explorer and Mozilla FireFox that cause performance problems on your website. My Local Hosting Inc. cannot guarantee that your web site will be up 100% of the time. Hardware failures, hackers, Denial of Service Attacks, ISP caching and server exploitation by outside parties can affect websites and/or email performance. In spite of excellent equipment and due diligence, errors, failures and attacks can and do occur. My Local Hosting Inc. is not liable for any loss due to website or email failure. My Local Hosting Inc. recommends that you back up all critical data.

10. Changing Terms of Service and Fees

Web Hosting Fees and Terms of Service for existing customers are subject to change with a 30 day emailed notice. We may change Terms of Service and pricing for new business at any time.

I have read the above Terms of Service and understand that this is not a contract, I am under no obligation to remain a customer, and I may discontinue services at any time.

Customer Name (Print)

Signature

Date