



6039 W. Interstate 20 - Arlington, Texas 76017 - (877) 337-7037 Fax (877) 337-0726

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## Website Agreement

Effective: January 1, 2010

### Description –Website Design Packages Include the Following:

- ◆ Your own domain name registered for 2 years (Ex: [www.YourName.com](http://www.YourName.com)) or transfer of your existing domain
  - ◆ Hosting for one year (\$540/year after first year) to include:
    - Changes to written text & photos (does not include changes to graphic designs, slide shows or forms)
    - Free e-mail accounts
    - Online website statistics
  - ◆ Dentists4kids.com's "Enhanced Dental Topics"
  - ◆ Learning Tools Included in 10 & 13 Page Packages (10 Page package includes one choice and 13 Page package includes two choices)
  - ◆ Use of Free Pre-Developed Content provided by Dentists4kids.com
  - ◆ Placement of Printable New Patient Forms
  - ◆ Premium Listing on the Dentists4kids.com directory for 1 year (\$240/year after first year)
  - ◆ Search Engine Optimization
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**Payment Terms:** Dentists4kids.com Agrees to begin designing a website as specified above after receipt of a 50% down payment from Customer. Unless prior plans have been made, the remaining 50% will be charged to Customer's same credit card at the completion of their website design. Customer agrees to supply content necessary to begin their design within 60 days from acceptance of this agreement. After 60 days, Customer may incur additional charges.

**Material supplied by Customer:** Customer hereby warrants, represents, covenants and agrees that they have the full right, power and authority to enter this Agreement; the rights to any material provided to Dentists4kids.com, including text, graphics, logo, all of the titles, lyrics and music of any, each and every part thereof, delivered for use in Customer's Website or pages are owned by Customer; no material shall, either in whole or in part be an imitation or copy of, or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copy rights, and rights of privacy. Customer may delegate another person or company to work with Dentists4kids.com in the website development process. In this case, Customer takes total responsibility for decisions made by delegated person or company.

**Material supplied by Dentists4kids.com:** Material supplied by Dentists4kids.com including but not limited to pre-developed written content, forms, photos and learning tools belong solely to Dentists4kids.com. If at any time Customer chooses to discontinue hosting services with Dentists4kids.com, the Customer loses rights to this content.

**Artwork:** Detailed custom artwork is not provided through this agreement. Dentists4kids.com designs websites using artwork provided by Customer in the form of logos, mural wall paintings, or graphic images from Customer's other forms of marketing (ex: brochures, postcards, mailings, phone ads, etc.) along with simple artwork enhancements provided by Dentists4kids.com. Dentists4kids.com has a large array of stock photos and stock artwork that can be used for no additional charge. If Customer requests detailed custom artwork, additional charges will be quoted.

**Indemnity:** Customer agrees to indemnify, save and hold Dentists4kids.com, its officers, agents, employees, successors and assigns, harmless from any and all liability, claims, demands, losses and damages (including attorney fees and court costs) arising out of or in any way connected with any claim or action by a third party arising from any

information, designs, logos, drawings, or other material and data supplied or furnished to Dentists4kids.com and used by Dentists4kids.com in the products and services provided Customer hereunder. Dentists4kids.com is not responsible for links that are placed on Customer's website which link to other sites. It is Customer's responsibility to routinely check links and let Dentists4kids.com know if revisions are needed.

**Changes and/or Additions to Website:** If Customer requests changes to the design or page choices of their website after design work has begun, they will incur additional charges. With hosting provided by Dentists4kids.com, free changes are provided to written text and photos when furnished via e-mail to [info@dentists4kids.com](mailto:info@dentists4kids.com). For security purposes, no changes will be taken over the phone. Changes to design graphic items such as headings, buttons, forms and artwork and changes to photos in fading slide shows will be billed at our hourly rate.

**Hosting:** The following services are included in Dentists4kids.com's hosting plan: e-mail accounts, online website statistics and basic text and photo changes. Once Customer furnishes Dentists4kids.com with a domain name for registration and hosting, the annual fees are applied. If Customer requests a change in their domain name, the initial domain registration cost cannot be refunded. If Customer chooses to discontinue hosting services with Dentists4kids.com, Customer has rights to the design and domain; however, Customer does not have rights to any copyrighted material provided by Dentists4kids.com, including but not limited to pre-developed written content, forms, photos and learning tools.

**Claims – Limited Liability:** All claims for alleged defects in Dentists4kids.com's performance under this agreement shall be deemed waived unless made in writing within three (3) days after receipt of the goods or services. Liability for performance & maintenance of website shall be limited to a refund of the monthly charge prorated over the period for which the service was not provided. Except as described herein, Dentists4kids.com makes no other warranties, express or implied, respecting the goods or services and expressly excludes any implied warranties of merchantability and fitness for a particular purpose.

**Permission to Use Material for Marketing:** Customer agrees to allow Dentists4kids.com to use their name, testimonial or website design in any and all forms of marketing.