

Small Business Web Pros Terms and Conditions of Service

This Web Services Agreement (this “Agreement”) together with the options for the services package you selected and purchased, are a legal agreement between Small Business Web Pros LLC (“Small Business Web Pros”, “we”, or “us”), an Arizona limited liability company, and the individual, on behalf of itself or an entity, accepting this Agreement (the “Client” or “you”). This Agreement governs in entirety the relationship between Small Business Web Pros and the Client in connection with the Small Business Web Pros website and online services (the “Web Services” or “Services”).

BY USING THE SERVICES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Description of the Web Services

1.1 The Services provided by Small Business Web Pros include, but are not limited to: (1) website development and hosting; (2) social media content development and deployment; (3) search engine optimization; (4) logo creation (5) whiteboard videos and (6) custom services. Small Business Web Pros offers a variety of different packages of Services, including one or more of these offerings.

2. Your Obligations

2.1 Provide Up-To-Date Contact Methods. Client agrees to provide Small Business Web Pros with current contact information, including, but not limited to, its phone number and email address.

2.2 Websites. Each Client purchasing a website(s) is able to customize the website content with items such as logos, photos, and descriptions of its services, facilities and personnel (to the maximum characters allowed). Client shall make reasonable efforts to ensure that all content provided for display within Client’s website listing(s) is accurate, up-to-date, not misleading and companies, and will throughout the term of this Agreement, comply with all applicable laws and regulations (including, but not limited to, any applicable laws and regulations governing advertising that are applicable to Client’s business). Client shall also ensure that Client owns and/or has the legal right to use all website content provided for display within Client’s website(s) Small Business Web Pros does not undertake any obligation to screen or otherwise determine whether or not content provided by Client complies with applicable law and regulations, or, whether Client has the legal right to use all website content.

2.3 Three (3)-day Build Guaranty. Each Client purchasing a website will be prompted to select a “theme” for their website. After Client selects the theme of the website, Client will be prompted to provide certain content necessary for Small Business Web Pros to build the website. Once Client has provided all content necessary for Small Business Web Pros to build the website, such determination to be in Small Business Web Pros’ sole discretion, Small Business Web Pros will provide an email to Client confirming that Small Business Web Pros has received all information needed to begin building the website on behalf of Client. Upon Client’s receipt of this email confirmation from Small Business Web Pros, Small Business Web Pros will build Client’s website within three (3) Business Days (as defined herein). As used in this Agreement, the term “Business Day” shall mean a day other than Saturday, Sunday or a day on which national banks are not required or authorized by law or executive order to close in Maricopa County, Arizona (i.e. bank holidays).

3. Payment

3.1 Fees. In consideration of the Services provided by Small Business Web Pros, Client agrees to pay Small Business Web Pros all fees (the “Fees”) as set forth in the package you selected during enrollment, or as modified by subsequent agreement of the parties. Any modifications to the Fees whether oral, written, or electronic, will be confirmed in writing by electronic mail from Small Business Web Pros to Client. Client shall notify Small Business Web Pros within three business days after receiving any Fees-related notification if such notification is not consistent with Client’s understanding of the Agreement or any modification to the Agreement reflected in the notification.

3.2 Billing. Small Business Web Pros will charge Client’s credit card (provided during enrollment) following the end of each Billing Cycle for the Fees that occurred during such Billing Cycle as well as for any outstanding balances. The “Billing Cycle” is currently defined as the 30 day period commencing on the day Client enrolls with Small Business Web Pros, though we reserve the right to change the Billing Cycle at any time. Late payments (i.e. Client’s credit card is declined) shall accrue interest at the rate of one and one half percent (1.5%) per month or the highest rate permitted by law, whichever is less. In addition, Client is responsible for paying any reasonable expenses and attorney’s fees that we incur in connection with collecting late amounts.

3.3 All Sales Final. Once you select a Services package and complete your purchase, Small Business Web Pros begins working on the Services immediately. Therefore, if you subsequently decide to terminate this Agreement, Small Business Web Pros shall not be obligated to provide a partial or full refund.

4. Term and Termination

4.1 Term. This Agreement is effective as of the date you register for the Services and shall remain in full force and effect until terminated by either party in accordance with this Section 4.

4.2 Termination by Client. Client may terminate this Agreement upon 30 days’ written notice to Small Business Web Pros. Such termination shall be effective at the end of the Billing Cycle for the month during which Client provided such termination notice to Small Business Web Pros. Client shall be liable for the Fees incurred during such Billing Cycle. For the avoidance of doubt,

client cannot terminate in real time instantaneously, unless otherwise agreed to by the parties in writing.

4.3 Termination by Small Business Web Pros. Small Business Web Pros may terminate this agreement at any time if Client breaches any representation, warranty, obligation or other term of this Agreement.

4.4 Survival. In the event of any termination of this Agreement, Client will remain responsible for any Fees incurred prior to the effective date of termination. In addition, the following provisions shall survive any termination of this Agreement: this Section 4.4 (“Survival”), Section 5 (“Disclaimer and Limitation of Liability”), Section 6 (“Indemnification”), Section 7 (“Representations and Warranties”) and Section 8 (“General Provisions”).

5. Disclaimer and Limitation of Liability.

5.1 THE SERVICE AND ANY OTHER SERVICES PROVIDED BY SMALL BUSINESS WEB PROS IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, SMALL BUSINESS WEB PROS MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. SMALL BUSINESS WEB PROS AND OTHER WEBSITES, DATABASES AND/OR PROGRAMS MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. SMALL BUSINESS WEB PROS HAS NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY OTHER PARTY’S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF, OR INABILITY TO USE, SMALL BUSINESS WEB PROS’ WEBSITES, DATABASES AND/OR PROGRAMS. SMALL BUSINESS WEB PROS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY’S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY’S USE OF SMALL BUSINESS WEB PROS’ WEBSITE, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL SMALL BUSINESS WEB PROS BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF SMALL BUSINESS WEB PROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SMALL BUSINESS WEB PROS WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND SMALL BUSINESS WEB PROS’ CONTROL. IN ADDITION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SMALL BUSINESS WEB PROS’ LIABILITY UNDER ANY CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE LESSER OF \$500 OR THE FEES PAID TO SMALL BUSINESS WEB PROS BY YOU PURSUANT TO THE AGREEMENT OVER THE ONE (1) MONTH PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. SMALL BUSINESS WEB PROS SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTIONS OF ITS AFFILIATES OR SUB-LICENSEES.

6. Indemnification

6.1 Indemnification. Client will defend, indemnify, and hold harmless, Small Business Web Pros and its affiliates, and each of our and their respective officers, directors, members, managers, employees, sublicensees, contractors and agents (collectively, “Indemnified Parties”) from and against any and all claims (including, but not limited to, third party claims), actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorney’s fees and expenses) arising from or related to: (a) any breach of the Agreement by you (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with your participation in the Services, including, but not limited to, any content provided by you; (c) any allegation that you have infringed upon the intellectual property rights, including any trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right, of any third party; (c) any claim by any third party related to Client or Client’s products or services; and (d) any injury to or death of persons or damage to or loss of property, in each case to the extent caused by or arising out of the negligence or willful misconduct of you.

7. Representations and Warranties

You represent, warrant and covenant that at all times during the term of this Agreement:

7.1 The individual accepting this Agreement is authorized to act on behalf of you and to bind you to this Agreement;

7.2 You have the full power and authority to conduct your business, to enter into this Agreement, and to perform your obligations under this Agreement;

7.3 Your execution, delivery and performance of this Agreement will not conflict with or violate: (a) any provision of law, rule or regulation to which you are subject; (b) any order, judgment or decree applicable to you; (c) any provision of your organizational documents; or (d) any agreement or other instrument applicable to you;

7.4 You will comply with all applicable federal, state and local laws, rules, regulations, court orders, judgments and decrees; and

7.5 You own or have the valid and enforceable right to use all intellectual property rights, including all patent rights, copyrights, trade secret rights, and all other intellectual rights of any kind, provided as part of Client’s website content, and such content shall not infringe on any rights of others (including any intellectual property rights).

8. General Provisions

8.1 Notices. All notices to Small Business Web Pros shall be sent to Small Business Web Pros at 29455 N Cave Creek Road, Suite 118-458, Cave Creek AZ 85331, attention President or to support@sbwebpros.com Any notices to Client may be sent via email to the email address specified by Client during enrollment, or as subsequently modified by Client, and shall be deemed received when sent.

8.2 Policies. Client's participation in the Services shall be subject to all applicable Small Business Web Pros policies including, without limitation, the Privacy Policies ("Policies") posted on Small Business Web Pros' website or on any website developed for Client or hosted by Small Business Web Pros on behalf of Client. The Policies may be modified by Small Business Web Pros at any time. The latest Policies can be found on any of our websites. You should review the Policies regularly. By your continued participation in Services, you agree to all of the associated terms and conditions contained within the Policies effective at that time.

8.3 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than any obligation to make payments) due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. Notwithstanding the foregoing, force majeure will not be a defense to Client's failure to pay the Fees.

8.4 Waiver. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

8.5 No Agency; Independent Contractors. Nothing contained in this Agreement shall be deemed to imply or constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

8.6 Governing Law and Forum. This Agreement, and any disputes arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its choice of law provisions. Each of the parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

8.7 Entire Agreement; Amendment. This Agreement (as it may be modified pursuant to Section 8.11 below) constitutes the entire agreement between the parties with regard to the subject matter hereof.

8.8 Headings. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

8.9 Costs, Expenses and Attorneys' Fees. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses and reasonable attorneys' fees (including all related costs and expenses), incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

8.10 Modification of these Terms and Conditions. Small Business Web Pros reserves the right to change this Agreement at any time by revising the terms and conditions herein, including, but not limited to, adding fees and charges for use. You are responsible for regularly reviewing these terms and conditions. Any changes, modifications, additions or deletions to these terms and conditions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, electronic or conventional mail. Continued use of the Services following any such changes shall constitute your acceptance of such changes.

8.11 Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

8.12 Code. We will not assume any responsibility for damages to any computer or code or software of any visitor or any person the visitor subsequently communicates with from corrupting code or data that is inadvertently passed to the visitor's computer by virus, worm, or any corrupting factor and or from any banner or pop-ups or advertising displayed or linked in any manner on or from this website or any website created on your behalf. Visitors use at your own risk.

8.13 Access. Unauthorized use of our website or information is prohibited. You may not attempt to gain unauthorized access to our website. You will not attempt to hack or use data mining to gain access to any information on this website or engage in any activities that are in conflict with any applicable laws or regulations. You will not attempt to disable, impair, or overburden this website or any computer networks or systems connected or affiliated by this website or our third party vendors.

8.14 Marketing Authorization. Client hereby agrees and consents that Small Business Web Pros, at any time and without further notice to Client, may use any website or content designed for you by Small Business Web Pros to market or advertise Small Business Web Pros' products and services.

Last Modified: October 12, 2016.