

OnPointWeb, LLC Website Service Agreement: Basic Service

The purpose of this document is to clarify expectations and set the stage for a mutually fulfilling long term relationship. The following agreement is between OnPointWeb, LLC or "We" or "our" and the client herein referred to as "You", "Your" or "Client".

The following sets out the terms for implementation and maintenance of your OnPointWeb, LLC website service as illustrated by the OnPointWeb demonstration website: www.OnPointWeb.com as of the date of this agreement.

For the purposes of this agreement:

"Subscriber" is defined as a person (normally a prospective patient) who has granted permission to have his or her personal information held in your website database for the purpose of receiving personalized communications such as newsletter or emails.

"Local Content" is defined as practice-specific website content such as doctor biographies, adjusting techniques, practice hours, visit-to-visit procedures, contact details etc.

"License" is defined as an allotment of up to 1000 website subscribers held in your website database.

A) WHAT WE WILL DO:

To produce and optimize the performance of your website, we will:

1) Technical Configuration:

1. If you have a current web domain, we will coordinate the transfer of your domain to the Domain Name Server, "DNS" that we use.
2. If you do not have a web domain, we will:
3. Provide advice on selecting a suitable domain name.
4. Register and manage your selected web
5. Setup your web domain on DNS that we use.
6. Host your website and optimize website download speed and up-time. From time to time we will temporarily disable your service to perform upgrades and system maintenance. When possible this work will be scheduled during off-peak times.
7. Backup your website data and site member/subscriber records regularly.

2) Local Content:

- a) Publish your first 10 local content pages based on the text and images you supply. We will provide you with support and example articles to optimize the quality and effectiveness of your local content pages. Included with your monthly Subscription, we will edit existing Local content pages on request at no charge.
- b) Additional Local content pages, beyond your homepage, about page, resources page, and patient center page, are assessed a fee. Please contact us for details.
- c) We will provide you with password access to the Administration Area so you can add, edit or delete pages.
- d) In addition to your initial Local pages, we will include unlimited sub-pages of your choice, in which you must provide all content. Sub-pages may not appear in the main website menu.
- e) Testimonials page in which you must provide all content.
- f) Contact information.

3) Content:

1. Customize content by integrating your name and your practice name into selected pages where appropriate.
2. Edit text or images on any page, not including the animated flash header files or videos.

4) Member and Subscriber Management:

1. Will provide the ability for you to email to your website members:
 - a. Personalized newsletters for your Subscribers.
 - b. Supply password access to an online Administration area to enable you to:
 - i. Add, edit and delete newsletter subscribers.
 - ii. Bulk-email your own personalized messages to subscribers.

5) Search Engine Visibility:

1. Your website will be search engine friendly and submitted to the three major search engines: Google, Yahoo and MSN. We have no control over search engines and cannot assure if or when the website will be indexed by search engines or your site's ranking with each search engine.

B) WHAT YOU WILL DO:

To aid the production and optimize the performance of your website, you will:

1) Supply Information:

1. Supply all necessary logos, images and text to populate the Local content area of your website.
2. Certify that you have the rights, permissions and releases to post any material that you supply us.
3. Insert your current mailing list into your Bulk Mail software so they begin receiving your newsletters.

2) Payment & Fees:

1. **Regular Pricing:** You have the option of paying \$79/month for 12 consecutive months or paying \$948 annually (13 months for the price of 12: one month free).
2. **Setup Fee:** A \$199 non-refundable setup fee is required to begin building your website.
3. When you direct us to "launch" with your website, you authorize us to collect the one-time setup fee and the first monthly Subscription payment and to do so monthly for the next 12 months, or collect the full 12-month amount based on your payment option.
4. This agreement will automatically continue month-to-month after the initial 12 month term has been met at the Regular Price unless either party provides written notice to the other party at least 30 days prior to expiration of the then-current agreement.
5. You will be assessed a \$25 domain renewal fee annually.
6. Payment for any additional services (website add-ons or custom work) is payable on confirmation of your order.
7. A fee of \$20 will be assessed for any late payments, or payments that could not be processed using your current billing information.
8. All fees are non-refundable.
9. Your initial Subscription Fee includes a single license which entitles you to add your first 1000 subscribers to your website.
10. To offset additional bandwidth expense, should you exceed your license, you authorize us to add another license (additional 1000 subscriber allowance) and increase your monthly Subscription Fee by \$35 per month commencing on the next scheduled payment day and for the balance of the then-current agreement. (Most clients average less than 1000 subscribers.)

3) Publicity:

1. You grant us the right to place on your website; its business name, trademark and logo, including hyperlinks to its own website, a link back to our sales website www.OnPointWeb.com near the bottom of your website (example: "Power by OnPointWeb").

4) Due Diligence:

1. You have reviewed all the content of the OnPointWeb.com website and accept its content and philosophy. You agree to preview new content when it is announced and assume all responsibility for any consequences resulting from the ideas, opinions, possible errors, omissions or claims that are included.

5) Intellectual Property & Property:

1. OnPointWeb provides a service. All content and software is copyrighted and owned by their respective copyright holders.
2. You may not reproduce or create derivative works from the copyrighted content.
3. You maintain ownership of the domain name. Should you cancel this service, it is your responsibility to contact us in writing and request that we transfer your domain within 10 business days of cancellation of service. If you do not request a transfer we will not renew your domain and you may lose your domain forever.
4. Any content you submit to our office or directly to your website will not be returned or provided should you cancel this service.

6) Acceptable Use:

1. You agree to comply with our acceptable use guidelines, which we may change from time to time. We reserve the right to discontinue service due to, but not limited to: publishing private, illegal, defamatory, obscene, slanderous or inappropriate materials, fraud, copyright infringement, non-payment of services and abusive use of our website and email services.

C) FAIRNESS AND COMMON SENSE:**1) Unavoidable Events:**

1. Neither party will be liable for its inability to follow these terms for any interruption in the service that might be due to weather, disaster, terrorism, the unavailability of the Internet or acts of God.

2) Service Enhancements:

1. We reserve the right to change subsequent terms of this agreement by submitting such changes in writing within 30 days prior to the expiration of this agreement.

3). Indemnification.

1. Client shall indemnify and hold us harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against us directly or indirectly arising from or in connection with Client's use of our services or the unauthorized representation of the services or any breach of this Agreement by Client.

D) AGREEMENT CONFIRMATION:

To indicate your approval of these terms, please initial each page, sign below and fax all pages to (937) 439-0088.

Your Name: _____ Practice Name: _____

Full Address: _____

Phone: _____ Fax: _____ Email: _____

Sign: _____ Date: _____



BILLING INFORMATION

WE USE SCIENCE BASED NUTRITION, INC. TO PROCESS OUR BILLING/PAYMENTS. YOUR BILL WILL SHOW ON YOUR CREDIT CARD STATEMENT AS SCIENCE BASED NUTRITION, INC.

Due to security issues, we are required to obtain the following information before we can apply your credit card payments.

CC# _____

Exp. Date: _____ **Verification Code:** _____

Circle the type of credit card: Am Exp Visa MC Disc

Please print your Name as it appears on the card and billing address. Make sure that it matches the credit card company's records exactly.

Name: _____

Address: _____

City: _____ State: _____

Zip: _____

Please write the phone number that the credit card company has for this credit card, including the area code.

Phone: _____

I authorize Science Based Nutrition, Inc., on behalf of OnPointWeb, LLC., to use this credit card to apply charges for OnPointWeb, LLC products and services ordered by me or my office staff.

Signature _____

Date: _____



Fax

To: Andrew Merkle

Fax: (937) 439-0088

Phone: _____

From: _____

Fax: _____

Phone: _____

Date: _____

Subject: OnPointWeb Service Agreement

Comments: