

SERVICE AGREEMENT

Website/Hosting/SEO Services Terms of Service

By signing this agreement, I certify that I am an authorized representative to make decisions and give permissions to make changes to the website domain name registered as: http://www._____.

Company/Owner of Domain Name

Authorized Representative (PRINT)

Contact Phone

Name of Supervisor (PRINT)

Company Address

Supervisor Phone

I hereby grant TMS AND ITS ASSOCIATES the authorization to make changes on the domain name registrar's website (if needed) and to provide the service(s) selected below.

Requested services:

_____ Monthly SEO service _____ Monthly Website Hosting _____ Monthly Newsletter _____ Website Changes
_____ Website Updates _____ New Website Design _____ Other (please specify) _____.

TOS (Terms of service)

Terms of service has been established for all individuals, businesses and representatives of businesses to agree to our procedures for services that we provide for you.

Data Protection/Back-up - It is the sole responsibility of client to regularly back-up data including, but not limited to, data files, website files and email accounts.

Hosting - No material from the TMS website or any of the websites maintained by TMS AND ITS ASSOCIATES may be copied, republished or distributed. Hosting does not include website design service. Client is responsible for all content in hosting account. No content is allowed on TMS hosted websites, including email accounts, containing illegal content, racial slurs, or any material containing nudity or pornographic content. Any content that may violate or discriminate against race, creed, color, age, or sex is not allowed. Client may not submit, publish, republish or distribute any material not owned by client without written authorization from owner or content protected by copyright laws. TMS hosting does not allow storage of files which include, but is not limited to, music, photo, video, and large data files. All files must be linked to the website. Viruses, Trojans, Worms, Malware, Spam, or any program that is harmful or may cause damage is not allowed and is subject to immediate removal. File sharing applications are not allowed. TMS AND ITS ASSOCIATES may terminate any hosting account, which includes email accounts at any time for non-compliance of the terms of service agreement. TMS AND ITS ASSOCIATES SHALL NOT BE OBLIGATED TO PROVIDE SERVICE UNTIL A WORK ORDER OR OTHER WRITTEN AUTHORIZATION HAS BEEN EXECUTED BY BOTH PARTIES IN ACCORDANCE WITH THIS AGREEMENT.

Passwords - In the event TMS OR ITS ASSOCIATES provides client with passwords or login information, it is the responsibility of the client to maintain confidentiality. Client accepts responsibility for all activities performed under logins and passwords given. TMS AND ITS ASSOCIATES cannot be held liable for any damages resulting from unauthorized access to account(s). Client agrees to notify TMS AND ITS ASSOCIATES immediately in the event of any unauthorized access.

Email and Webmail - Client understands that the webmail service is not a back-up feature for email. Because of limitation on mailbox size, messages must be downloaded to your computer regularly. Emails received in large sizes, (over 10MB) are subject for removal if they remain on the server for more than 60 days. All email messages that are 180 days or older are subject for removal from email account mailboxes. It is not allowed to use the email service to store any digital media such as music, photos, videos, etc. Although TMS provides SPAM protection for your email account, it is impossible to eliminate 100% of Spam or any undesirable message(s) that may reach your inbox. TMS AND ITS ASSOCIATES may terminate any email account at any time for non-compliance of the terms of service agreement. TMS AND ITS ASSOCIATES may create an email account in your domain control panel for website SEO, marketing and/or monitoring purposes.

Project Execution - To begin any project, client understands there is a non-refundable deposit fee of one-half of the total estimate price and is due at the time of contract signing. Client understands the estimated cost provided for project may change when the project has been completed. This is an estimated cost only. Final payment is due prior to publishing. Client agrees that no content, created or used for the project, may be reproduced, sold or distributed without written permission from the designer. Client understands the "Project Phases" shown below. Client agrees to pay additional charges for work requested **not** included in the estimated cost. Client must understand that once all the data has been submitted and the Production Phase begins, additional charges will incur for changes and submitting new material. Once the demo is posted for viewing, client will submit the final request for minor changes at one single time before publishing. Minor changes include corrections for grammatical errors, misspellings, and content placed in error by designer. Once the project is published to the hosting account, client obtains full responsibility for the completed project. Client understands any changes made to the project(s) will be the responsibility of the client for any changes and/or corrections needed. Client accepts the project(s) as is and understands any additional work or modifications will be billed in 1 hour increments with a minimum of 1 hour labor, billed at the current labor rate. Client certifies that all material submitted for the project(s) is owned by the client or has obtained legal permission for use. No refunds are available for services.

Termination of Project - If client wishes to terminate the project before it is completed, client must provide, in writing, the request to terminate the agreement but TMS AND ITS ASSOCIATES will not be required to issue any refund for any amount previously paid. TMS AND ITS ASSOCIATES has the right to terminate the agreement in the event client has not complied with the TMS Terms of Service.

_____ Client Initials

_____ TMS Initials

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PROJECT PHASES

PROJECTS MAY INCLUDE: BUILDING, UPDATING OR CHANGING A WEBSITE, MARKETING STRATEGY, CREATING ANY PUBLICATION

Concept Phase – the designer provides templates where the client chooses a layout design to initiate the next phase. The client may choose between flash, and non-flash content.

Structural Phase - the designer determines sections required for the project while consulting with the client.

Data Collection Phase – the client submits ALL data for the project, this includes all text, product and service information, logos, images, videos, and any other information that is to be used for the project. When submitting content, the client must notify the designer where the content is to be used. Client is required to provide all material to be used for the project within 15 calendar days of execution of agreement. The agreement will be terminated if client fails to submit all material within the specified time period. Request for an extension must be submitted in writing. TMS AND ITS ASSOCIATES reserves the right to accept or deny extension request(s).

Production Phase – The designer builds the project to specifications from the *Concept* and *Structural* phases by using all the data provided by Client. The designer will place all content in areas requested by client.

Testing Phase - The designer uploads the project to the test server for client review.

Finalization Phase – The client submits corrections, for example, correcting text, spellings and grammar, and to verify text and photos were placed on pages as requested and then the designer makes final minor corrections to the project. The client must provide corrections within 24 hours. Note: Prior to final publishing, **full payment** is due of the remaining balance.

Publishing Phase – The designer publishes the project and ensures full operational capability. After publishing, all website and domain information is released to the client and client will be responsible for making any changes to the website and domain thereafter.

Important: Once Production phase starts, any requests to incorporate new data will incur additional costs.

NOTE: When updating websites, there is no Concept or Structural Phase.

SEO services – Client understands there is a non-refundable setup fee and a monthly fee to be determined at the time of executing this agreement. All SEO services are required to be paid for in advance and due on the first day of the monthly billing cycle. The monthly billing cycle will begin on, the 1st day of each month and will be prorated for the first month. While we aim to increase your website’s ranking, we cannot guarantee search engines will index and place your site higher in search results. Search engines may take an average of 8 - 10 weeks to index your site. Our services focus on the most searched words and phrases in Google® and Yahoo® pertaining to your type of business. From this, we generate reports comparing your site to the first 10 search engine results shown Google® and Yahoo®. We can manage website statistics, cost per clicks (if used) and sponsor ads (if used). Pricing does not include (CPC) cost per clicks, sponsor ads, or advertising charges incurred by search engines, directories and other websites offering advertising placements. Services can be canceled, but it will remain active until the last day of the billing cycle. Services can be restored without set up fees provided the request is within 3 months of termination date. After 3 months, setup fees will be required to reinstate your account. As a client, you must certify that all material submitted and used is owned by you/your company or that legal permission has been obtained for its use. To complete SEO services, TMS AND ITS ASSOCIATES must obtain permissions to make changes and/or edit the website. This includes, but is not limited to, login and password information to access the website via ftp and the website’s hosting control panel. It is recommended that each client write articles or blogs periodically that pertain to the website and update the website with new content regularly. No refunds are available for SEO services.

Termination of this agreement - Both parties have the right to terminate this agreement in accordance with the terms specified in this agreement verbally or by written notice. Please note there will be no refunds given after the execution of this agreement.

The goods and services provided by TMS AND ITS ASSOCIATES are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) EFFORT TO ACHIEVE PURPOSE; (4) QUALITY; (5) ACCURACY; (6) NON-INFRINGEMENT; AND (7) TITLE. CLIENT AGREES THAT ANY EFFORTS BY TMS AND ITS ASSOCIATES TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY TMS AND ITS ASSOCIATES WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT TMS AND ITS ASSOCIATES SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF TMS AND ITS ASSOCIATES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S PROJECT BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to client. In such jurisdictions, TMS AND ITS ASSOCIATES's liability is limited to the greatest extent permitted by law. TMS AND ITS ASSOCIATES reserves the right to modify, without written notice, the terms of service. For an updated TOS, please visit www.TMSTEXAS.com/tos.html.

By signing below, client agrees to the following and agrees to the TOS (terms of service) stated above. I hereby release TMS AND ITS ASSOCIATES of liability in the event of any incident(s) resulting in loss of data, loss wages, and profit loss due to circumstances beyond their control.

Authorized Representative Signature

Date

TMS Representative

Date

Comments

This agreement may be accompanied by estimate(s) to perform work.

TMS Notes: _____ Verified authorized rep by contacting owner/supervisor shown. _____
Date/Time/Verification Comments

(Client Initials)

(TMS initials)