

CREDIT CARD AUTHORIZATION FORM AND HOSTING AGREEMENT



MODERN
WEB • STUDIOS
AND TECH SUPPORT INC.

Date: _____

accounts@modernwebstudios.com
www.modernwebstudios.com
Office: 888-987-7771
Fax: 888-987-7773

Company Name: _____ Contact: _____

Phone Number: _____ Email Address: _____

Type of Card: Visa MasterCard AMEX

Card Number: _____ Name on the card: _____

Expiration Date: _____ CSC Code (on back): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Card Holder Signature & Agreement to Terms: _____

Domain Name: _____

(THIS MAY CHANGE BY THE TIME WE END UP DISCUSSING YOUR OPTIONS)

- I authorize Modern Web Studios to charge my credit card every month for \$39.95
- I authorize Modern Web Studios to charge my credit card this one time for \$439.45 (FREE MONTH)

What's included with this Hosting package:

Hosting, Premium One-on-One Support, Complete Backups, WordPress Core Security Patches/Updates as well as all Plugin Updates

We want to make sure you understand what to expect from us, so please read the information below. Contact us if you have any questions.

By signing, you agree that you agreed to maintain good standing with our accounting department and make sure your balance current/paid, failure to do so may result in suspension of your website and any other services. If a feature or any form of functionality is not stated in this agreement, it is not implied or included. Remember, simply having a website will not guarantee you business or sales, you need to market your website to bring visitors to it. MWS does not guarantee any search engine ranking unless you are ordering an SEO campaign. Ask your sales representative for more information about our SEO (Search Engine Optimization) services. MWS does not write your content for you unless you are ordering our Content Writing Service. Ask your sales representative for more information about our Content Writing services.

Notwithstanding any other provision in this agreement, Modern Web Studios and Tech Support Inc. (MWS) and Associates expressly retains full ownership of any programming code and editing platform, including all associated rights of use, especially that which MWS and Associates has developed for its own use. Your purchase from MWS and Associates will provide the website theme including design elements and graphics created for your site (note: not the platform software to edit it), the content provided by either by MWS and Associates or by you the customer as well as photos that have been purchased and registered by and through you the customer. (Note MWS and Associates can purchase pictures/ photos for licensed use on a MWS and Associates websites however if you move your website to another provider the photos may need to be re-licensed/ purchased at full price based on the copyright guidelines.) You have the option of purchasing these photos yourself from a licensing photo exchange and providing them to us, MWS and Associates, for use on your website. Any material provided by you the customer for the website, such as photos, text, artwork, graphics, designs, trademarks, and/or the like, must be owned or licensed by you to use. You will indemnify and hold MWS and Associates harmless from all losses and claims, including attorneys fees and legal expenses, that may result from a third party claim related to the materials you provide. Customer web content must not contain adult subjects, material, pictures or videos. Website must contain content viewable for all ages. By purchasing a website from us or hosting your website with us, you agree to our terms of service found here: <https://modernwebstudios.com/terms-of-service> so please read through our terms of service agreement or contact us directly if you have any questions about your website meeting our requirements.

Continued on page 2...

Please fax signed form to 888-987-7773 or scan and email to accounts@modernwebstudios.com

Charge mentioned on your CC Statements will appear as "MODERN-WEB"

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Hosting charges begin the day of initial set-up (not the day the website is publically visible or made "live") because once a website domain is added to our server it will require resource consuming programs as well as storage space. Our CMS System is a proprietary software that can only be utilized on our servers. Should you choose to move to another hosting company, you will lose the ability to edit your website through our CMS system. MWS will not be responsible for migrating the content and features but will provide you with a copy of your website should you choose to move to another server. In the event of non-payment, Hosting services will stop and the above mentioned website will go offline and there will be a reconnection fee of \$25 (as well as any past due balance) prior to service being reactivated. This will also cause potentially long term effects in your search engine ranking. Cancellation of Hosting requires notice of no less than 30 days in writing. MWS will continue to provide you, during the period of this contract and/or Hosting services, with ongoing quality tech support, including training in how to use our CMS, because we take great pride in empowering our customers in taking full control of their website.

The customers always owns the domain here at MWS. Most customers come to MWS already in control of their own domain account. Regardless of where the domain is purchased, domain management is the sole responsibility of the customer unless a domain management plan has been purchased. (\$25 annually) The customer is responsible to keep the domain registration current in order for the website to function properly. We recommend having it set on auto renewal or pay for several years ahead. Domain service providers such as: Godaddy, Network Solutions, Tucows, Namecheap and more; regularly send out expiration notices 90 days ahead of the expiration date. As a courtesy MWS also sends out an email or phone call to make sure that this important account is kept up to date. In most cases domain registrars will charge a reconnect fee in excess of \$125 to get a domain reactivated after expiration. If an expired domain is not brought current within 30 days, it may not be retrievable; being resold to a domain broker or placed back into the database and placed up for sale. Please remember that your domain and hosting are 2 separate accounts and both must be dealt with independently and are your responsibility not MWS.

SEO - Modern Web Studios and Tech Support Inc. (MWS) and Associates deems no responsibility for how the website is viewed by search engines. The ongoing support and CMS are there to help further the customer website to better meet the guidelines and criteria for search engines. Further because search engine rankings are third party and outside our control we cannot be held liable for where your website is placed on search engines not to mention that their build criteria constantly changes. Unless contracted, websites are launched with no SEO information; however we do supply ongoing support/training for those customers who wish to add the information.

MWS websites does not provide admin level access to the theme, plug-ins, FTP, CSS or hooks (head) as part of the customer editor access, because these are areas that can easily break the website. Please refer to our FAQ page on this as well as any additional information provided in your email correspondence with your salesperson. If your website needs for all admin level logins to have access to these areas, it will need to be quoted specifically and built differently as this changes the way that pricing is determined based on licenses and security aspects of the site. This change will also effect our set-up time, levels of support and troubleshooting time as well. It is important to note that hosting/support pricing will also change as the installation of plugins by 3rd party vendors can pose a security threat to your website and/or not be compatible with the php version, Wordpress version or conflicts with other plugins.

Website creation and pricing is based on shared licensing agreements through MWS and the Teamero system. In the event that you the customer would want to move your site to another hosting provider, charges will be accessed (Maximum of \$200) based solely on the licensing of plugins needed for your site to function with Wordpress. Proprietary plugins, the editing system and any feature listed in the support offerings are not transferrable to another provider. We do, however, make every effort to find plugins that are similar in nature so that the website can function on a basic level. As the originating build price was calculated based on these factors there are NO refunds or allowances made for transfer to another site. If you prefer, we will provide to you a zipped folder that has all of your pages, content, graphical elements and photos (everything available to the visitor on the front end of your website). Another web development company can take these elements and build it into a new website for you into their software and you would need to check with that company as to an editing platform and customer access.

Initial: _____

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