

My Local Agent, Inc. Terms of Service (Clients prior to 9/1/09)

Services are provided by My Local Agent, Inc. (hereafter referred to as "Agent Inc"). By continuing to receive services from the Agent Inc you (hereafter referred to as "Client") agree to be bound by the following Terms of Service:

Web and Domain Hosting

Agent Inc may allow Client to host their website(s) and domain(s) on Agent Inc's servers(s), subject to the following conditions and understandings:

1. Hosting provided by Agent Inc is simply storing Client's website files and DNS on a server located in a data center and allowing access to those files by standard Internet protocols.
2. Hosting is without warranty of performance. There are no uptime or service guarantees.
3. Agent Inc will attempt to display Client's website files to the web. Agent Inc will attempt to properly configure DNS. However, there are a large number of factors that can keep websites and domains from working, including, but not limited to:
 - (a) Software failure.
 - (b) Equipment failure.
 - (c) DNS routing problems.
 - (d) ISP infrastructure failures.
 - (e) Third party business failures.
 - (f) DOS, DDOS and other attacks.
 - i. DOS (Denial of Service) attacks are when a coordinated attempt is made by "bad guys" to simultaneously request access to a website.
 - ii. a DOS attack jams the Internet freeway that leads to a website, causing that website to not be viewable on the web.
4. Client agrees to hold harmless Agent Inc for any damages due to service downtime.
5. Client understands and agrees that Agent Inc may at any time, and for any reason, discontinue web and domain hosting.

Hosted Forms

Form functionality is specific to Agent Inc servers. Forms may not work on other hosting plans.

Agent Inc cannot guarantee that forms will work properly if Client changes hosting plans. Agent Inc will make a "best effort" to provide a complete copy of the forms "as-is" to Client if Client changes hosting. Client agrees to hold harmless Agent Inc if forms do not work on a different hosting plan. Client also understands that forms are often "spammed" by "bad guys" and Agent Inc is not responsible for such attacks.

Email Hosting

Agent Inc may allow Client to host email on Agent Inc's server, subject to the following conditions and understandings:

1. Agent Inc provides email hosting without warranty of performance.
2. Client understands that many problems are third party problems such as Outlook and ISPs.
3. Agent Inc **may charge a fee for email support**. Client understands that if the fee is not agreed to, Client will not be obligated to pay and the invoice will be voided.
4. Client agrees to hold harmless Agent Inc for any damages due to service downtime.
5. Client understands and agrees that Agent Inc may at any time, and for any reason, discontinue email hosting.

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Other Services

Agent Inc also provides the following services subject to these terms:

1. Web design, edits and hosting support.
2. Agent Inc's current hourly rate is \$100 per hour.
1. **(Premiere & Platinum clients only): 30 minutes free each month** of simple website edits. There is no carryover of these minutes.
3. Agent Inc **may charge a fee for support**. Client understands that if the fee is not agreed to, Client will not be obligated to pay and the invoice will be voided.
4. If Client is not satisfied with Agent Inc's service, no fee is due. However, any finished product, such as text, graphics, videos, website edits and website code may not be used by Client.
5. Client is not entitled to a refund once work has been accepted as satisfactory by Client.

Copywriting (Platinum clients only)

1. Agent Inc agrees to provide fresh content each month for client's blog and Twitter accounts.
2. Client understands that content may be duplicated on other Agent Inc customer websites.
3. Agent Inc agrees to email content to client for review at least one day prior to publishing.
4. Client assumes all legal responsibility for content once published.
5. Invoicing for content provided will be the month following publication.

Payment for Web and Email Hosting

Payment is always for *services already provided*. Hosting charges are billed in full month increments. Payment in a particular month is always for the previous month's services. A partial month of hosting is billed as a full month. There are no partial month refunds.

Domains

1. Client is solely responsible for their domain(s).
2. Client acknowledges that it is their responsibility to remember to renew their domain(s).
3. Client agrees that Agent Inc assumes no responsibility for domains that expire for non payment.
4. Agent Inc acknowledges that Client domains, if paid for, are always the property of the Client.
5. Agent Inc agrees to allow Client to transfer Client domain(s) to any other Registrar at any time, and facilitate such transfer, including unlocking domain(s) and emailing Client EPP codes.

Hold Harmless

Client agrees to defend, indemnify and hold harmless Agent Inc and its employees, officers and directors for, from and against any and all claims brought against Agent Inc for Client's website(s) and/or email content or performance. This includes but is not limited to claims of copyright violation, trademark infringement and damages resulting from website content. Client is solely responsible for reviewing their website and assumes all responsibility for its content and performance. Client understands that many factors outside of the control of Agent Inc can cause websites and email to fail, including but not limited to DOS and DDOS attack, worms and viruses, spam attacks, DNS and ISP problems, browser upgrades and software changes. Agent Inc is not responsible for these occurrences. Agent Inc has the right to change these Terms of Service at anytime with written (emailed) notice.