

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

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

Services Provided

Agent Inc provides the following services **for an hourly fee**:

1. Website edits, hosting support, email support, domain and DNS support, Search Engine Optimization consultation, Google AdWords consultation and Social Media consultation.
2. Agent Inc's current hourly rate is \$100 per hour.
3. Agent Inc **charges for support**. Client understands that if a 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.

Optional Copywriting

1. Agent Inc may 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.

Optional Hosted Forms – SSL Encrypted

Agent Inc hosts forms on a domain owned by Agent Inc, yoursecureform.com. These forms will no longer work if Client discontinues Hosted Forms option. Forms are designed using open source code from DagonDesign.com. Client agrees to hold harmless Agent Inc if forms are spammed or hacked.

Web Hosting Not Provided

Agent Inc does not provide primary web hosting. Client must obtain their own web hosting.

Email Hosting Not Provided

Agent Inc does not provide primary email hosting. Client must obtain their own email hosting.

Custom Web Design & Development Not Provided

Agent Inc does not provide custom web design & development. Agent Inc provides editing for existing websites and templates that Client provides. **Agent Inc operates as a general practice “webmaster.”**

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) 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 does not guarantee performance of a website after delivery. Agent Inc has the right to change these Terms of Service at anytime with written (emailed) notice.