

# Subscriber Website Lease Agreement

## 12 Month Contract Terms

Future Business Marketing (FBM) is a St. Louis, MO Web Development Search Engine Optimization (SEO) Company that develops websites and provides online marketing programs and services to business and organizations throughout the United States. As used in this Agreement, "futurebusinessmarketing.com," "we," "us" or "our" and "FBM" refers to Future Business Marketing, and "you" or "your" or "client" refers to you, the user of the FBM SEO services. The Agreement below is the agreement you consented to upon subscribing to FBM SEO Services.

FBM provides to CLIENT the leased web site hosted on its own servers subject to the terms and conditions set forth in this lease for the term listed above, commencing on the date listed below and expiring on the as listed below, unless terminated earlier as otherwise provided in the website lease agreement.

### Monthly Services Include:

1. Development of a Search Engine Optimized website that is leased to you the client.
2. Development of new ongoing content for leased website, including new web pages
3. Backlinking and Social Syndication (if applicable)
4. Web hosting services on FBM dedicated web server.
5. If applicable, Google Map Submission.
6. Stats Counter analytics account.
7. Email support.

### 1. Access and Passwords

As part of the subscription process you created a username and password that will be used for tracking at [www.statscounter.com](http://www.statscounter.com) (a 3rd party service, which may subject to change with advance notice), you have selected or been assigned a particular username and password in accordance with FBM username and password guidelines. This information is used for tracking purposes and username and password may be changed by accessing the site.

### 2. Subscription Fees and Payments

This is a 12 month contract and your subscription will continue and renew automatically, unless terminated by FBM. You agree to this 12 month contract and agree to have your PayPal account, bank account, or any merchant service FBM chooses to use in the future drafted from for 12 months. After 12 months your payment will continue automatically until you notify FBM by email or as designated on the Site "contact us form" of your decision to terminate your subscription. All fees and charges are nonrefundable. FBM may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. The changes in fees, if applicable, will occur outside of this 12 month contract. All fees and charges incurred in connection with your FBM username and password will be billed to the credit card designated during the registration process for the Site or subsequently designated by you to FBM. You may make monthly payments via PayPal or check draft. If using check draft, you agree to have your bank account drafted the amount due each month.

### 3. Graphics and Content:

During the Term, the CLIENT will provide all text, graphics and artwork for the leased web site except for that which has already been provided by FBM from the pre-designed website prototype. FBM may build custom graphic presentations at the CLIENT's expense should the CLIENT request or require the use of any specific graphics, or content beyond that provided by the pre-designed prototype.

Upon mutual agreement between FBM and the CLIENT, FBM may replace and/or modify the sites Graphic Presentations occupying the Leased website from time to time, as explained above under Monthly Services.

### 4. Additional Expenses:

Any out-of-pocket expenses - including expenses not defined in this proposal (unforeseen travel expenses, purchased images, 3rd Party software) or additional work not specifically included in this proposal is the sole responsibility of the Client and will be billed on a time and materials basis at \$100/Hr.

### 5. Intellectual Property Rights:

With the exception of proprietary artwork and information (such as company logos, contact info, etc) It is understood that the design, functionality and content of the leased website is the intellectual property of FBM and cannot be duplicated or used in any other manner than that described within this agreement without prior written consent from FBM.

### 6. Availability.

FBM shall keep the Website operating 24 hours per day, 365 days per year basis, subject to generally accepted standards for a professionally-managed website and subject to suspensions of access for normal maintenance and software updates and reasons beyond FBM's reasonable control.

### 7. Privacy

Our Privacy Notice is a part of this Agreement and its terms are incorporated herein by this reference. Please read it now at the link on our site.

### 8. Representations and Warranties

You represent and warrant to FBM that: (a) you possess the legal right and ability to enter into this Agreement; (b) all information submitted by you to the Site is true and accurate; (c) you will be responsible for all use of your username and password even if such use was conducted without your authority or permission; (d) you are at least 18 years old; and (e) you will not use the services for any purpose that is unlawful or prohibited by this Agreement.

### 9. Disclaimer of Warranties

ALL CONTENT, SOFTWARE, AND OTHER SERVICES PROVIDED AT OR FOUND WITHIN THIS SITE BY FBM AND ITS AFFILIATES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, AND FBM AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FBM DOES NOT MAKE ANY WARRANTIES REGARDING THE FOLLOWING: (a) AVAILABILITY OF THE SITE AT ANY PARTICULAR TIME; (b) ACCURACY OF THE CONTENT OR HOW CURRENT ANY CONTENT IS THAT IS FOUND ON THE LEASED SITE; (c) TRANSMISSIONS TO, FROM OR WITHIN THE SITE; (d) FUNCTIONALITY; (e) COMPLIANCE OF THE SOFTWARE, SERVICES AND CONTENT PROVIDED UNDER THIS AGREEMENT WITH UNITED STATES, FEDERAL OR STATE LAWS; OR (f) THAT THE SOFTWARE, CONTENT OR SERVICES CONTAINED IN THE SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY.

#### 10. Limitation of Damages

IN NO EVENT WILL FBM OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, AND THE LIKE, EVEN IN THE EVENT OF FAULT, TORT, BREACH OF CONTRACT, OR BREACH OF WARRANTY, AND EVEN IF FBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. Indemnity

You agree to indemnify and hold us harmless, and pay our attorney's fees and costs, if we become liable for or incur any damages in connection with your breach of this Agreement. You may not settle any dispute without our prior consent, which may only be given in a non-electronic writing signed by an authorized representative of FBM.

#### 12. Consent to Electronic Notices and Other Communications

You agree that all of your transactions relating to the Site may, at our option, be conducted electronically, including any that we are otherwise required to provide in "writing". For example, we may send you notices via postings at the Site or via email to any email address that you provide to us during registration as a Site member. If you do not wish to deal with us electronically, you should not use the Site or enter into this Agreement. If applicable law now or later requires us to communicate with you non-electronically, we reserve the right to charge a fee for doing so. Notice will be deemed given 24 hours after the email is sent, unless (for email) we are notified that the email address is invalid. Alternatively, we may give you notice by mail to the address provided during registration.

#### 13. Print a Copy for Your Records

You agree to print or make an electronic copy of this Agreement (and any amendment from time to time) and retain it in your records. You also agree to make a copy of any other information that we deliver to you in writing. FBM will send you a copy via email, but it is your responsibility to print and make copy. By checking the box electronically and creating an account, you agree to all terms of this contract, including electronic check withdraw if that is your method of payment.

#### 14. Termination

FBM may terminate your subscription of leased website and/or access, or suspend access to all or part of the Leased Site, without notice, for any conduct that FBM, in its sole discretion, believes is in violation of this Agreement, any applicable law, or any act which is harmful to the interests of another user, service provider, or FBM. FBM may also elect not to renew your subscription and access by providing a notice of nonrenewal prior to the end of your current subscription term. Applicable sections of this agreement will survive any termination or expiration of this Agreement.

#### 15. Assignment

You agree not to assign your rights under this Agreement without the consent of an authorized representative of FBM in a non-electronic record, and any assignment without FBM's consent will be voidable at FBM's option. This Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

#### 16. Applicable Law and Disputes

This Agreement is governed by the laws of the State of Missouri, without regard to principles of conflict of laws. To the extent you have in any manner violated or threatened to violate FBM and/or its affiliates' intellectual property rights, FBM and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Missouri, and you consent to exclusive jurisdiction and venue in such courts. Any other disputes will be resolved as follows: If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: St. Louis, MO. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us. If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: St. Louis, MO, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

#### 17. Amendments

FBM may change the provisions of this Agreement. When FBM changes the terms of this Agreement, FBM will notify you by email. The changes will also appear in this document, which you can access any time. You already agreed to be bound by the changes when you first subscribed to this service. If you do not agree to be bound by the changes, you should not use the service and you should cancel your subscription to the service. Even if you have not clicked on the "I Agree" button or checked the "I Agree" box when subscribing, if you use the service after you have been notified of a change to this Agreement, you are agreeing now to be bound by that change.

#### 18. Entire Agreement; Severability; No Waiver

This Agreement (including all documents incorporated by reference) is the entire agreement between the parties for its subject matter and supersedes all prior and contemporaneous communications between the parties. No term of this Agreement may be waived by FBM except in a signed, non-electronic writing signed by an authorized representative of FBM.

## **19. General**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that its remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You agree that no joint venture, partnership, employment or agency relationship exists between you and FBM or its affiliates as a result of this Agreement or your use of the Leased Site.

## **Guarantee**

FBM Guarantees the amount of web traffic specified in each product. Starter package 3,600 visits in a 12 month period, Pro package 14,400 visits in a 12 month period, Ultra Package 36,000 visits in a 12 month period plus 3,600 visitors for each additional store or location added to the Ultra Package. If the given amount of contacts are not reached after 12 months from the start date, according your [www.statscounter.com](http://www.statscounter.com) tracking account or Google analytics account, services are free until the respective package website visits have been reached.

## **Contract Termination**

In month 11 if you would like to discontinue services, send a written notice (email or paper mail) that you will be discontinuing services. Services will auto-renew for additional 12 months if cancelation is not received.

## **OUR PRIVACY POLICY**

Future Business Marketing, LLC ("FBM") is committed to protecting the privacy of our online visitors. We collect information from online visitors who ask to be on our newsletter mailing list and/or receive periodic email announcements. Anyone who wishes can choose to be removed from our mailing list at any time.

In addition, online visitors who wish to purchase a leased website through our Web site must provide their name, email address, phone number.

All online visitor data collected by FBM is protected against unauthorized access. We will not sell, trade, or give your personal information to other companies or organizations.

## **Addendums**

Any specific addendums to this contract You and FBM have agreed to, outside of this contract, must be signed and returned via email for addendums to be valid.

If you have questions, contact us on the contact section of this [www.futurebusinessmarketing](http://www.futurebusinessmarketing.com) website.

