

# WE LOVE TEXAS Web Solutions Big-Tex Package

The information below is used for our records and for setting up your web site. Bold items are required.

**Company name:** \_\_\_\_\_

**Contact first name:** \_\_\_\_\_

**Contact last name:** \_\_\_\_\_

**First Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **TX Zip:** \_\_\_\_\_

**Second Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **TX Zip:** \_\_\_\_\_

**Phone 1:** \_\_\_\_\_ **Phone 2:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**E-mail (You may change this e-mail later, if you wish to):** \_\_\_\_\_

**Would you like the above information to be used on your website as your contact information?** • yes • no

**Do you have an operating web site already?** • yes • no

If you chose "yes," please list your current website address: \_\_\_\_\_

**Please enter a username below. You will use this username & password to access the management features of your new website. You need to use at least 8 characters for your username and your password.**

**Username:** \_\_\_\_\_ **Password:** \_\_\_\_\_

**Do you currently take credit cards at your place of business?** • yes • no

(If you chose "yes," the cards you check below will be displayed on your site.)

• Visa • MasterCard • Discover • American Express • PayPal • Checking Account Bank Draft

How did you hear about WE LOVE TEXAS Web Solutions? \_\_\_\_\_

**Comments:**

Please initial if any comments are entered in box. \_\_\_\_\_ WLT Rep. \_\_\_\_\_ Member \_\_\_\_\_

## Package Includes these Features:

We design a web site for you or work with your current site.

Shopping cart:

- Real-time credit card payment system
- Internet Merchant Account w/FreeAuthNet.Com depending upon approval from FreeAuthNet.Com
- No setup fee, 2.69% discount rate, \$0.25 per transaction fee, \$9.95 monthly statement fee, and \$15.95 monthly gateway fee billed by above
- Your products or services listed on your website, up to 500 products to start
- Secure ordering capabilities
- Inventory control
- Order reports
- Take orders via credit card w/Multiple shipping options
- Sales Tax Calculator

Unlimited Pages

We maintain your web site—up to 50 changes/month

Hosting:

- Unlimited e-mail accounts
- Web site statistics

Registration of domain name (one time per year):

Additional domains are \$20 per year for each

Search engine registration focusing on 5 keywords:

- Submissions to popular search engines
- Reports on rankings

Membership in WE LOVE TEXAS:

- Listing of 500 products on WeLoveTexas.com
- WeLoveTexas.com visitors can access your on-line shopping cart and make purchases directly from you
- All present and future membership benefits

**Member's initials** \_\_\_\_\_ **WLT representative's initials** \_\_\_\_\_

**Binding Contract and Payment Agreement:** This is a binding contract between WE LOVE TEXAS Web Solutions, hereby referred to as WLT, and the undersigned, hereby referred to as Member. Member may include one or more individuals or business entities as listed in this contract and as outlined by any applicable laws. This contract entitles Member to all rights and responsibilities as outlined herein.

**Website Content and Design:** All WLT websites are designed according to the specifications outlined by WLT. Wrangler, True Texan, and Big Tex Members must choose a layout, custom colors, and website items made available to them by WLT at the time of this contract. Websites do not include the addition of any animated GIFs, Flash, Video, or other non-HTML programming. By signing this contract, Member agrees to comply with the terms outlined herein and to accept any limitations of WLT responsibilities as set forth in this agreement. All WLT member sites shall have a small WE LOVE TEXAS link at the bottom of the home page informing viewers that the site is a part of the WLT network.

**Website Maintenance:** All website maintenance will be performed according to the WLT Update Policy. Updates in excess of 20 changes shall be submitted with a 2-week notice. Members whose account is not in good standing shall not have any maintenance performed by WLT until the account is brought into good standing. See WLT Update Policy on-line for more details.

**Content Submission:** Member agrees to supply all text and graphical content to WLT in the form of e-mail, photo disk, floppy disk, Zip100® disk, CD or any other format acceptable to and readable by WLT. Suggested graphics formats include JPEG, GIF, TIF, Adobe Photoshop® or any other file types acceptable to and readable by WLT. Responsibility for file readability rests solely upon Member. Responsibility for completing the required information and providing the required information rests solely upon Member. Member is responsible for supplying all necessary website content to WLT within seven (14) days of signing this contract. Additional charges for typing and/or scanning member's content may apply. After 60 days from signing, all content submitted will be considered an update. Failure to submit all website content in a timely manner does not prevent WLT from denoting a Member's website as complete.

**Referral Program:** Member shall receive one free month of website services as outlined in this contract for each new business or individual that purchases a WLT package as a result of referral by Member. In order to receive due credit for a referral, Member is responsible for making available his/her Member name and Member number to any newly-referred member.

**Domain Name:** Member shall receive one free standard domain registration/renewal each year. (Standard domain include those ending in .com, .net, and .org.) The domain name shall remain the property of Member. Additional domain names are subject to additional fees. Member is entitled to a renewal with each successive contract period. Domains of Members whose account are not in good standing shall not be renewed or transferred until the account is brought into good standing.

**Hosting:** Member shall have unlimited e-mail addresses with hosting account. Each e-mail address is limited to 10 MB of storage on the server. You agree not to post, upload or transmit to WLT's Sites or to WLT's servers any communications, text, graphics or other information (collectively, "Material") that:

- is obscene, fraudulent, indecent, discourteous, racially offensive, or abusive; defames, abuses, harasses or threatens others;
- contains any viruses, Trojan horses, worms, time bombs, malware, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- advocates or encourages any illegal activity; infringes upon the copyright, patent, trademark, trade secret, publicity right or other intellectual property or proprietary right of any third party;
- violates the privacy of individuals, including other users of the Sites;
- or violates any applicable local, state, national, or international law.

WLT, at its sole discretion, shall determine your compliance with the foregoing guidelines and reserves the right to delete from the Site or Server without prior notice any material that it deems to be non-complying or otherwise objectionable for any reason. WLT may take any action with respect to the Material if WLT believes, at its sole discretion, that the Material may create liability for itself or any third parties or may cause WLT to lose (in whole or in part) the services of its ISPs, vendors or advertisers. WLT has the right to refuse hosting of websites that do not meet WLT's requirements.

**Disclaimer And Limitation Of Liability:** WLT makes no warranty, representation or guaranty that use of the sites, the services or the information shall be uninterrupted, secure, virus-free or error-free. WLT cannot be held responsible for any events that transpire through use of our services.

Notwithstanding any provision of these conditions to the contrary, WLT's total liability to Member is limited to \$100. Some states do not allow the foregoing limitations of liability, so they may not apply to Member. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Member. This warranty gives Member specific legal rights and Member also may have other legal rights which vary from state to state.

The parties agree that they shall use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any dispute that cannot be resolved amicably shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Erath County, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

Signatures indicate the acceptance of this contract as a binding contract between WLT and Member. Member agrees that he/she fully understands his/her rights and responsibilities as outlined in this agreement. Member also agrees to any terms and conditions outlined herein regarding payment for membership and any and all business transactions that Member incurs with WLT. Changes made to this agreement must be indicated in writing with initials of each party. Any and all specific terms and conditions noted within this contract take precedence over terms and conditions outlined in the WLT website or Membership Booklet. All sales, special offers, and discounts apply to the contract on the date the contract begins.

Member's initials \_\_\_\_\_ WLT representative's initials \_\_\_\_\_

\_\_\_\_\_ **Thirty-day Guarantee:** If Member is not completely satisfied, Member may cancel contract within 30 days from date of signed contract. The cancellation must be in writing sent by mail, fax, or other form as prescribed. The cancellation must be received on or before the 30<sup>th</sup> day after the contract is signed. Member will receive a refund of all monies paid to WLT minus \$20 for each domain already registered or transferred.

\_\_\_\_\_ **Early Termination:** After first 30 days, Member must pay \$250 or the remaining payment(s), whichever is less, to terminate the contract early. Early termination fees shall apply if the Member's account falls more than 60 days past due. Unless other arrangements are made, Member agrees to pay the full termination fee immediately upon date of termination using the billing method selected below. WLT reserves the right to terminate this contract, without penalty to Member, for any reason.

\_\_\_\_\_ **Additional Fees:** A \$30 fee, plus all applicable bank charges shall be applied to all returned checks and to all bank drafts that fail for any reason. All payments received 5 or more days after the date due shall incur a late fee of \$10.00. Amounts past due by 30 days shall be subject to finance charges of 18% APR with a minimum finance charge of \$0.50. All accounts past due more than 60 days shall result in the removal of the Member's website from the World Wide Web and in all of Member's products or services being removed from welovetexas.com. All accounts past due more than 90 days shall be turned over to a collection agency.

**Term:** (Initial Only One)

\_\_\_\_\_ Member agrees to make **1** initial payment of **\$81.19** plus **12** monthly payments in the amount of **\$64.04**.

- Monthly payments begin upon website completion or 90 days from date signed below, whichever comes first. Prices include sales tax.

The term of this contract is for the number of payments outlined above. Any delinquent payments or unpaid balance at the end of the term shall continue to be billed until paid in full. After completion of the payment terms member will continue to pay the monthly amount of **\$64.04** each month until WLT receives written notice of cancellation by Member.

\_\_\_\_\_ Member agrees to make **1** payment in the amount of **\$81.19** with payment due upon receipt of Contract and **1** payment of **\$659.45** due upon website completion or 90 days from the date signed below, whichever comes first.

- This amount includes a prepayment discount. Prices include sales tax.

This contract is in effect for the term of one year (12 months) from the date signed by Member below. Any delinquent payments or unpaid balance at the end of the term shall continue to be billed until paid in full. After completion of the term member will pay the monthly amount of **\$64.04** each month or **\$659.45** each year until WLT receives written notice of cancellation by Member.

<p>• I have attached two checks for the yearly amount. Check # _____ in the amount of \$81.19</p> <p style="text-align: right;">Check # _____ in the amount of \$659.45 dated _____</p>	
<p>• I choose to pay by credit card.</p> <p>Circle credit card type:</p> <p>Visa    MasterCard    Discover    Amex</p> <p>Name as it appears on card:</p> <p>_____</p> <p>Credit card #: _____</p> <p>Credit card expiration date: _____ / _____</p>	<p>• I choose to pay by electronic checking account draft.</p> <p>Name as it appears on account:</p> <p>_____</p> <p>Name of Bank:</p> <p>_____</p> <p>Bank routing #: _____</p>

\_\_\_\_\_  
WE LOVE TEXAS Web Solutions Member (please print)

\_\_\_\_\_  
Signature WE LOVE TEXAS Web Solutions Member

\_\_\_\_\_  
Date Signed by Member

\_\_\_\_\_  
WE LOVE TEXAS Web Solutions Rep (please print)

\_\_\_\_\_  
Signature WE LOVE TEXAS Web Solutions Rep

\_\_\_\_\_  
Date Signed by Rep

Phone: 254-629-3278  
Toll Free: 888-551-3638  
Fax: 254-629-1836

**Contact Information:**  
Mail: 105 W. Main  
Eastland, TX 76448

E-mail: howdy@welovetexas.com  
Web site: www.mytexaswebsite.com