



Terms of Service (TOS) Agreement

IMPORTANT: Please read this TERMS OF SERVICE section in its entirety prior to clicking the "I AGREE" button. These Terms of Service (TOS) cover Scope of Work, Services Provided, Timelines, Payment Terms, Payment Policies, Waivers and Disclaimers, Limits of Liability, Cancellation Policy, Durability and other important Terms and Conditions. Clicking the "I AGREE" button indicates that you have read, understand, and agree to be bound by the Terms of Service (TOS) herein. Your agreement to the Peerless Web Solutions TOS represents the entire legal document (Agreement) which defines your project and your business relationship with Peerless Web Solutions. No other agreements, guarantees, or warranties, express or implied, apply. From time to time, Peerless Web Solutions may update this Terms of Service (TOS) document. Your approval below by clicking on the "I AGREE" button on your Billing Page indicates your understanding and agreement to periodically review and abide by the most recent TOS document. A link to the most recent TOS document is also located on the bottom of the Peerless Web Solutions website home page at www.PeerlessWebSolutions.com.

NON-DISCLOSURE STATEMENT:

The pricing for your project displayed upon clicking the "I AGREE" button below is information intended only for your use. Any dissemination, publication or copying of the pricing and TOS herein is strictly prohibited. Information, scope of work, and pricing provided to you herein is provided by on a proprietary and confidential basis

Updated: February 12, 2010

Service Provider Information Section

Hereafter also referenced as "We", "Us", and "Our" throughout the remainder of this Agreement, Peerless Web Solutions provides complete online solutions to businesses and organizations, including Web design, Search Engine Optimization (SEO) and Marketing (SEM), consulting, e-commerce services, hosting and management packages, domain names, and more through our in-house services and our network of strategic partners. Our mission is to customize an affordable and effective online solution that meets your needs today, while providing enough flexibility to expand it as your needs evolve tomorrow. We will be providing Web services in accordance with the Scope of Work as agreed upon at the bottom of this page, beneath the Peerless Web Solutions "Terms of Service (TOS)" in a section labeled "Your Billing Page." Throughout this TOS Agreement, reference is made to your "Billing Page" to indicate Scope of Work, Pricing, Payment Terms, and other important information related to your project.

This Agreement is submitted to provide you (hereafter also referenced as "Client", "You", and "Your") to meet your online needs as discussed on our consultation. Specifically, you and Peerless Web Solutions are each a "Party" to this Agreement, subject to the Terms of Service (TOS) herein.

Project Vital Signs

Section

Project Lifecycle

1. Proposed Start Date: We will begin working on your project upon our receipt of your payment authorization, initial payment, and access to content for your website.

2. Proposed Completion Date: The time it takes to complete work on your project will vary based on the Scope of Work, level of detail, number of pages, etc of your website. However, provided that we have access to all of your relevant content when we start your project, we estimate approximately two days per page on your website. This is a non-binding estimate of time and is subject to change based on the complexity of your project, any interim changes to the scope of work, availability of your content, and our access to any necessary accounts (domain, merchant settings, etc) to complete the work we begin.

Scope of Work and Price

1. Website Page Work: The general description, number of pages, and other details involved with the scope of work for your project are itemized and described at the bottom of the Billing Page near the "I AGREE" button. The number of pages cited (or when specified, the specific page names) are the inclusive pages covered by your payment in conjunction with this Agreement. Work not included in this Agreement includes additional pages, sub-pages, forms, pop-up windows or any other developed layouts that are displayed within a browser window resulting from clicking on, following, or forwarding from navigation bars, menus, buttons, page links or text links.

2. Website Project Pricing: The project cost for initial design of the pages specified in the Scope of Work section is defined in the itemized Scope of Work on your Billing Page, structured with a payment schedule to accommodate budget considerations. All work is custom-quality work. If work is divided categorically into descriptions of "Good", "Better", and "Best" (with corresponding different prices, respectively), the differences in the "Good", "Better", and "Best" prices are related to level of detail, complexity, and time involvement associated with each option, respectively. If applicable, the difference between "Good", "Better", and "Best" for your custom website design is generally described as follows:

a. The "Good" option: This involves a custom-created, original design using the text content and images you provide. This is ideal for a basic, brochure-style website in which minimal visitor interactivity is expected and the site is being produced as a quality design for informational purposes. Initial Search Engine Optimization (SEO) is performed to define basic page titles, page descriptions, and keyword selections. Keyword data will be homogenous through out the site (the same on each page), and initial search engine submission is included. The end result is a high-quality, straightforward and effective website without extra "bells and whistles".

1. Estimated Time Involved:

Home Page Creative Design / Initial Appearance: 1.0 to 2.0 hours (Custom design basis of site)

Full-Content Pages Involving Lengthy Forms, Substantial text and Image Work: 0.5 to 1.0 hours per page

Partial-Content Pages Involving Short Forms and Minor Text/image Work: 0.3 to 0.5 hours per page

Back-end Development, Scripting, Programming, Custom Menu Design & Related Features: 0 to .5 hours

Product Catalog with Retail Items for Sale: 0.3 to 0.5 hours initial configuration plus 0.1 hours per item

Tech & Admin Support for Project Development, including Back End Infrastructure & Setup: 0.5 to 1.0 hours

Basic Search Engine Optimization (SEO) for site: 1.0 to 2.0 hours

2. Inclusive Time: To reasonably ensure project falls within budget for the Scope of Work defined herein, we will allot the accumulation of 1 additional hour of work beyond that for which your project is priced (specific to Scope of Work items) without your incurring additional billing. This usually provides enough flexibility for our clients to make minor adjustments and changes during the design process without incurring additional costs. Any accumulation of time worked beyond the 1 additional hour specified herein will incur additional billable time.

b. The “Better” Option: This involves a more detailed, custom-created, original design which may include image enhancements such as image edge feathering, drop shadowing, border definition, and limited graphics design/development. This is an ideal selection for sites with moderate interactivity, drop-down menus, fly-out menus, discretionary use of Flash animation, moderate-to heavy use of online forms, etc. Initial Search Engine Optimization (SEO) is performed at a more detailed level for a moderately competitive market, including individual selections of keywords for each page to maximize keyword density and minimize keyword dilution. Page titles, page descriptions, and image titles are defined in more depth as appropriate for more targeted marketing efforts, and initial search engine submission is performed. The end result is a high-quality, enhanced website design with flair and improved user-friendliness.

1. Estimated Time Involved:

Home Page Creative Design / Initial Appearance: 1.5 to 3.0 hours (Custom design basis of site)

Full-Content Pages Involving Lengthy Forms, Substantial text and Image Work: 0.8 to 1.5 hours per page

Partial-Content Pages Involving Short Forms and Minor Text/image Work: 0.3 to 0.8 hours per page

Back-end Development, Scripting, Programming, Custom Menu Design & Related Features: 0 to 1.0 hours

Product Catalog with Retail Items for Sale: 0.3 to 1.5 hours initial configuration plus 0.1 hours per item

Tech & Admin Support for Project Development, including Back End Infrastructure & Setup: 0.5 to 2.5 hours

Search Engine Optimization (SEO) for site: 2.0 to 4.0 hours

2. Inclusive Time: To reasonably ensure project falls within budget for the Scope of Work defined herein, we will allot the accumulation of 2 additional hours of work beyond that for which your project is priced (specific to Scope of Work items) without your incurring additional billing. This usually provides enough flexibility for our clients to make minor adjustments and changes during the design process without incurring additional costs. Any accumulation of time worked beyond the 2 additional hour specified herein will incur additional billable time.

c. The “Best” Option: Custom-created, original site is designed with increased attention to detail including the graphics enhancements to the images as described in the “Better” option. This is the perfect option for a site that may make use of more involved Flash components and interactive functionality such as e-commerce, databases, forms, a blog, maps, etc. Detailed use of Style Sheets and other enhancement techniques present a refined, high-impact web presence for the most competitive of markets. Initial Search Engine Optimization (SEO) includes detailed titles, descriptions, and keywords defined for individual pages, plus image titles, text modifications for search engine emphasis, and inter-page linking for better search engine responsiveness. Along with initial search engine submission, the site is initially marketed with blogs, articles, professional networking links, and/or social network marketing as we deem appropriate. The result is an artistic, competitive, highly professional design that benefits from initial search engine organic marketing at a significant cost savings (due to economies of scale) over doing the initial marketing separately.

1. Estimated Time Involved:

Home Page Creative Design / Initial Appearance: 1.5 to 3.5 hours (Custom design basis of site)

Full-Content Pages Involving Lengthy Forms, Substantial text and Image Work: 1.0 to 2.0 hours per page

Partial-Content Pages Involving Short Forms and Minor Text/image Work: 0.3 to 1.0 hours per page

Back-end Development, Scripting, Programming, Custom Menu Design & Related Features: 0 to 2.5 hours

Product Catalog with Retail Items for Sale: 0.3 to 2.0 hours initial configuration plus 0.1 to 0.2 hours per item

Tech & Admin Support for Project Development, including Back End Infrastructure & Setup: 0.5 to 3.0 hours

Search Engine Optimization (SEO) for site: 2.0 to 5.0 hours

Initial Organic Search Engine Marketing (SEM) for site: 2.0 to 5.0 hours

2. Inclusive Time: To reasonably ensure project falls within budget for the Scope of Work defined herein, we will allot the accumulation of 3 additional hours of work beyond that for which your project is priced (specific to Scope of Work items) without your incurring additional billing. This usually provides enough flexibility for our clients to make minor adjustments and changes during the design process without incurring additional costs. Any accumulation of time worked beyond the 3 additional hour specified herein will incur additional billable time.

3. Functionality: Any specific functionality planned for your website solution as part of the Scope of Work is itemized and priced at the bottom of your Billing Page near the "I AGREE" button.

4. Emergent or Excess Work: Additional work beyond the Inclusive Time allotted as described in the Project Pricing section of your Billing Page will be performed at the discounted rate of \$80 per hour for Web Design and \$90 per hour for SEO/SEM.

5. Third-Party Software and Licensing: In the event other Third-Party-Materials are necessary to complete the project, including but not limited to applications; software; stock photo images; clip-art; video clips; subscriptions; or licenses, you agree to procure and provide us with, or reimburse us for procurement of such materials. These costs, unless specified in the Scope of Work section and Project Pricing section of your Billing Page, will be invoiced to you separately, in addition to the project price quoted on your Billing Page.

6. Hosting: Website hosting options are flexible and can usually be customized to meet your specific needs. The following hosting options are available for your website solution based on Scope of Work and Functionality you may need:

Basic Hosting- \$15/month. This is bare bones hosting with no "extras".

Business Hosting- \$25/month. This includes email accounts, optional domain management, access to form submission archive database, and other essential management tools.

Business "PLUS" Premium Hosting- \$35/month. This includes everything provided in the Business Hosting plus 15 minutes of website development, editing and maintenance per month (non-accumulating).

OPTIONAL Monthly Search Engine Marketing (SEM)

Section

1. Overview: Your website may be optimized (made "search engine friendly") as part of the Scope of Work defined in this Agreement. However, to be successfully found in the search engine listings, it is necessary to actively market ("promote" or "advertise") your site effectively. Search Engine Marketing (SEM) is the process of promoting your website to the search engines and various target audiences in order to drive qualified traffic to visit your online web presence. Without effective SEM your site may never be found when people search for it on the search engines.

2. Work Included: To offer a complete web solution, we offer optional, ongoing search engine marketing to promote natural (organic) rankings of your website, as well as strategic paid-for promotion through pay-per-click, subscribed links, and other methods (within budget) as we deem appropriate for effective search engine placement. Our optional SEM services are on a month-to-month basis and you may cancel with short notice in accordance with the Cancellation terms of this Agreement.

3. SEO/SEM Monthly Budget OPTIONS: We can customize a search engine strategy and proposed budget for you. We then will recommend one of the optional ongoing search engine marketing plans as follows in a "Good", "Better", "Best" arrangement. Some businesses and organizations have seasonal requirements or budgetary factors that vary throughout the year. To be as accommodating and flexible as possible, we customize your marketing strategy based on your specific needs, and you may upgrade/downgrade the selection with 10 days advance notice of your scheduled ongoing SEM payment date at no penalty.

Good: Monthly SEO/SEM work done to promote organic rankings, including appropriate combinations of article publications, blog posts, and other backlink efforts to promote Google PageRank and search engine position enhancement. Your SEO strategy will be customized to your individual market, and this approach typically yields a gradual but steady increase in customer traffic. (May include a managed AdWords campaign, specified in the Scope of Work description section of your Billing Page.)

Better: Includes more aggressive SEM organic efforts and detailed work with page characteristics, individualizing SEO/SEM efforts on a per-page basis (versus a per-site basis), including appropriate combinations of article publications, blog posts, and other backlink efforts. This approach is more aggressive than the "Good" option and typically yields compounding traffic to your site with faster results. (May include a managed AdWords campaign, specified in the Scope of Work description section of your Billing Page.)

Best: \$SBest per month includes all work provided in the "Better" option, plus a more prominent, robust Google Adwords campaign (if applicable) with continued analysis spanned over the month's period. (May include a managed AdWords campaign, specified in the Scope of Work description section of your Billing Page.)

Note: The "Good", "Better", "Best" concept provides a relative comparison for anticipated results based on budget considerations, but is not intended to mean that other options are unavailable. Spending less on marketing than what is included in the "Good" option may still yield favorable results, whereas spending more on marketing than the "Best" option provides may provide even more aggressive/favorable results. Your results from search engine marketing will vary based on your industry type and changing market conditions, and may need to be reviewed and/or updated with different budget amounts to achieve different/improved results than are provided by the provisions in the "Good", "Better", or "Best" options herein.

4. Ethical Search Engine Practices: We engage in SEO/SEM industry "best practices" using only "white hat" techniques and adhering to the Webmaster guidelines published and revised by major search services such as Google®, Yahoo!®, Bing®, and others. Each of the above three options ("Good", "Better", and "Best") is guaranteed to yield traffic to your website. However, we can not make any specific guarantee as to the numbers of visitors that you will receive on your website, any specific website placement in search engine rankings, or any particular number of paying customers that will result from exercising any "Good", "Better", or "Best" option. We do not add to the price of Google® AdWords® cost-per-click if your SEM strategy involves the use of paid advertisement, but we do apply a portion of your SEM costs to pay for the time required to administrate and manage your pay-per-click or pay-per-impression account.

5. Exclusions: Any website adjustments that we make related to SEM as described in this section are specific to modifications incidental to monthly ongoing marketing and are separate from (meaning "not included in") routine monthly website modification, website updates, graphics design, domain maintenance, hosting, or any other services provided.

6. SEM Service Start Date: If selected as an option, search engine marketing will begin immediately upon completion of the website development Scope of Work unless otherwise specified in the Scope of Work description of your Billing Page.

Project Payment and Project Completion Section

1. Payment Terms: Upon your acceptance of these Terms of Service (TOS) and the Scope of Work provisions on your Billing Page, will bill as indicated in the Project Payment portion of your Billing Page described as "Payment Terms". Upon clicking on the "I AGREE" button on your Billing Page to accept this TOS document, Scope of Work, Project Payment, and Payment Terms, the resulting PayPal shopping cart page should reflect the payment schedule agreed upon. Payment of funds for the final invoice defined in the Payment Terms 1) signifies your acceptance of satisfactory completion of the project work in accordance with the Scope of Work herein, and 2) satisfies your obligation to render payment for the work performed in conjunction with your project.

2. Payments Appearing on Your PayPal Account, Credit Card Statement, and/or Bank Statement:

a. Web Development: Payments for Scope of Work will be made to Peerless Web Solutions via our PayPal account or merchant account, or upon your written permission via credit card, check, or e-check through one of our strategic partners' merchant processing accounts.

b. Hosting: Monthly website hosting and management charges will be made directly to the strategic partner or hosting company who hosts your website solution. If, for example, your website hosting company is Peerless Web Solutions, your monthly banking statement (if paying by e-check) or monthly credit card statement will reflect charges through Peerless Web Solutions' merchant account or PayPal account.

c. Marketing: All ongoing monthly Search Engine Marketing (SEM) services will be automatically paid directly to Peerless Web Solutions by our PayPal or merchant account using your PayPal account, credit card or e-check (bank draft). All automatic billing by Peerless Web Solutions will be secure by 128-bit or higher Secure Socket Layer (SSL) encrypted connection. You may change or update your payment method on file at any time in writing by completing a new Peerless Web Solutions Payment Authorization Form.

3. Completion of Project Scope: The Scope of Work of this project will be determined to be complete when the specified pages have been created and populated with the pre-defined content text and images as defined in the Scope of Work section of your Billing Page.

4. Completion of Payment: Web site development and search engine optimization work will be considered paid-in-full for the Scope of Work defined by your project Scope of Work once you have paid all invoiced funds related to work performed.

Terms and Conditions

Section

Services Defined

The project cost will cover the division of design services, website hosting, Search Engine Optimization (SEO), and Search Engine Marketing (SEM) work from the Scope of Work Section of your Billing Page. The discounted hourly rate of \$80/hr for web design, graphics design and text content, and \$90/hr for Search Engine Optimization or Marketing work (including any emergent work or project rework) will apply thereafter. There is no graphics design billing or text content billing assessed to Client for content provided by Client used on the site on an as-provided basis. However, if copy editing or graphics editing work is necessary by Peerless Web Solutions to prepare the content for inclusion on the Website, hourly billing beyond work included in the Scope of Work section of this Agreement will apply, subject to the Waivers, Disclaimers, and Limits of Liability defined in this Terms of Service (TOS) Agreement.

1. Graphics Design: Graphics Design Services are specifically included in this bid for the pages defined in the Scope of Work section of your Billing Page, defined as image modification and rendering, background art development, cropping, transparency, recoloring, etc. Pricing of graphics design services for logo work includes up to three (3) conceptual presentations and three (3) revisions to the selected conceptual logo design inclusive of five (5) hours, then incurring additional hourly billing as necessary thereafter.

2. Textual Content, Copy Write, and Copy Edit: All content provided by Client in digital/electronic form and used as-is is included at no additional charges. Typesetting and layout of such content is also included at no charge as part of the Scope of Work defined in your Billing Page. Text content, copywriting, and copy edit/development includes data input, typing, retyping, writing, editing and/or rewriting content.

3. Search Engine Optimization (SEO) and Search Engine Marketing (SEM): Our SEO work includes market research, adjustments to web page content to optimize the website, and initial submission to search engines to establish a baseline for Search Engine Marketing (SEM). Our SEM work involves varying combinations of efforts included, but not limited to, blog posts, article publishing, social networking posts, professional networking posts, and establishing legitimate third-party back-links.

Project Billing and Project Management Policies

1. Payment Method Account Changes: All changes to automated monthly payment methods must be made in writing via a Peerless Web Solutions Payment Authorization Form. Credit card and bank account information should not be sent via email because email is not a secure method of transmission. Either fax or delivery via United States Postal Service, UPS, or FedEx is recommended.

a. Bank Drafts: Required information to make billing account changes for bank accounts includes: financial institution name, account holder's name, account holder's billing address, ABA routing number, bank account number, and authorized account holder signature.

b. Credit Cards: Required information to make billing account changes for credit cards includes: card type, card holder's name, card holder's billing address, card number, card expiration, card CCV code (3 digits on signature panel for Visa, Discover, and MasterCard. 4 digits printed on front of AMEX cards), and signature.

c. PayPal: Required information to make billing account changes for PayPal accounts includes: PayPal account email address, and PayPal account holder's signature.

2. Automatic Billing: We will retain your preferred payment method and payment account information on file, securely, to be applied to any work we perform. We may retain copies of paper checks (photo copies or scanned) as record of payment on file in the event that a paper check must be 1) re-presented to the bank due to non-sufficient funds (NSF), or 2) used as a source document to produce a subsequent payment as specified in the "Unpaid Invoices" section of this Agreement. For paper checks and electronic fund transfers (EFT), we will retain the bank name, ABA routing number, and account number on file securely. For ease, convenience, and in the

interests of conserving the environment, we will charge your account automatically rather than mailing paper invoices to you, unless you specify in writing that you prefer to be invoiced for transactions. Peerless Web Solutions will only mail paper invoices upon your request or when payment information on account is unavailable.

3. Unpaid Invoices: Invoices for work performed are due in full within the payment term period indicated by Agreement and as marked on invoices.

a. Payment Not Received By Due Date: If payment is not received within by the due date and if no other arrangements have been mutually agreed upon in writing, you agree to allow us to apply payment to your invoice using the payment method we have on file for you. For example, if you have provided us with initial payment by a hand-written (paper) check or e-check (bank draft) information, **you expressly and specifically agree to allow us to initiate and present** a substitute check (paper) or Electronic Funds Transfer (EFT) transaction in order to obtain payment for our current or future services. Similarly, if you provide us with your credit card information, **you expressly and specifically agree to allow us to initiate and present** credit card transactions as necessary in order to obtain payment for our current or future services. We may maintain copies of all paper checks, bank account data, and/or credit card information on file for this purpose. As part of the order confirmation and payment processing page through PayPal once you click the "I Agree" button, you will receive a copy of our Payment Authorization Form to expressly give your written consent for processing future payments as described in this section.

b. Uncollectable Payments: In the event that we are unable to collect payment for work performed or other valid charges and fees as described in this Agreement, including future invoices for emergent and routine website updates, you agree to be responsible for any and all fees pursuant to, and incidental to, obtaining payment for such balances due to Peerless Web Solutions. Such fees may include but are not limited to, collection agencies, travel, lodging, per-diem, attorneys, court costs, etc. for attempts made to obtain payment and reconcile your account.

4. Declined Payments: Please keep your billing method current and up-to-date, which includes updating the expiration date of any credit card on file for automated billing.

a. NSF and Service Fees: Declined credit card payments and/or Non-Sufficient Funds (NSF) checks/bank drafts processed through our merchant account will incur a service fee of **\$25 per incident** to Client. This includes payments that decline due to expired credit cards, over-limit charges, or card numbers that have been replaced due to being reported lost or stolen. Because our automated billing system for hosting and ongoing marketing will still attempt to process the transaction using the credit card or bank information on file, it is important that you update your method of payment for any recurring credit card or bank account charges immediately as changes are made to your account. Client is responsible for making payment information updates in a timely manner in order to preclude any service fees from being incurred.

b. PayPal Payments Declined: If a PayPal payment is declined, a service fee of **\$10 per incident** will be assessed to Client. This includes any PayPal payment that declines due to the payment method(s) associated with Client's PayPal account failing to process due to, but not limited to, credit card expiration, Non-Sufficient Bank Funds, closed accounts, etc. It is important that you update any credit card or bank account changes related to your PayPal account immediately as they occur. Client is responsible for making payment information updates in a timely manner in order to preclude any service fees from being incurred.

c. Second Attempt at Billing: If a credit card, paper check, or bank draft payment is declined, we will wait five (5) business days before attempting to re-present or repost the payment, during which time we will attempt to contact you by phone and/or email. If a PayPal payment is declined, the PayPal service may attempt to re-present the transaction one additional time. If the subsequent payment is declined (credit card, paper check, bank draft, or PayPal), it will be considered a new, separate incident, and the service(s) for which the payment was to be applied will be suspended until the account is paid to good standing, including resulting service fees.

d. History of Declined Payments: If payment for an ongoing monthly service declines for three months out of a twelve month period, you agree to convert monthly billing to an annual billing interval for website hosting services, and/or to a quarterly billing interval for ongoing Search Engine Marketing (SEM) services, and will be invoiced for pre-payment of the next billing period, accordingly.

5. Chargebacks: If you dispute a credit card charge or bank draft transaction due to your oversight, negligence, or error, you agree to reimburse Peerless Web Solutions for any chargeback fees that result, and you agree to reinstitute payment for services rendered or contracted which you charged back.

6. Languishing Projects: Upon clicking the "I AGREE" button on your Billing Page, this Terms of Service (TOS) Document becomes part of a legal and binding Agreement for contracted services with respect to the Scope of Work contained on your Billing Page. Your project will be prioritized and managed at the opportunity cost of other projects that we might have otherwise accepted. Consequently, the following provisions are in effect in order to ensure that Peerless Web Solutions is able to make reasonable and timely delivery for your project with minimal damage or impact to our other clients' projects. A "languishing project" is one with a lapsed due date and/or either has made no progress or insufficient progress to ensure completion within a reasonable period of time ("reasonable delay") as specified herein.

a. Reasonable Delay: If circumstances develop that cause delays by any Party to this document, we will make every attempt to adhere to the proposed Project End Date (if specified). If no firm Project End Date is cited in the Scope of Work description of your Billing Page, the estimated timeframe of 2 days per page will be used to compute a Project End Date from the Project Start Date, and the Project Start Date will be determined as the date when payment is first made to Peerless Web Solutions for your project's Scope of Work. We are understanding and flexible to reasonable delays due to emergent circumstances unforeseen at the Project Start Date. For the purposes of this Document, all Parties agree that 90 days is considered "reasonable delay".

b. Our Fault: It will be considered our fault if we, our strategic partners, or our assigns are unable to complete your project within 90 days of the Project End Date due circumstances for which we are responsible, including technology failure on our part, labor strike, or incompatible skill set for the Scope of Work we have agreed to herein. Unless mutually agreed upon otherwise, we will prorate the billing (at the discounted rates herein) to account for work actually performed, and we will provide it to you in a fashion that is usable by another professional Web developer. After prorating the billing, we will then issue you a refund for the amount of any overpayment you have made, or if a balance is due to us, we will waive such balance to reconcile your account.

c. Not Our Fault: It will be considered not our fault if we, our strategic partners, or our assigns are unable to complete your project within 90 days of the specified or "computed" Project End Date due to circumstances including but not limited to not receiving necessary content and materials from you, your failure or refusal to communicate or respond to repeated requests we initiate (history of not returning phone calls, emails, etc.), mid-project changes to Scope of Work which cause project delays, and/or rework of any kind after you have approved or accepted project work. If any of the aforementioned situations in this paragraph arise and we are unable to resolve them within a reasonable delay, after 90 days you authorize us (or the applicable billing Party) to apply payment in full for the remaining balance on account using your payment method on file, which we will then apply as a non-refundable credit to your account. We will apply the credit on your account to the Scope of Work of your project once the project resumes, unless the project becomes a Dormant Account as defined in the following section.

7. Active and Dormant Accounts: Your customer account with us will be considered "active" for one year after any activity posted to it. Your account will be considered "dormant" if no transaction activity occurs. Hosting, Search Engine Optimization (SEO), Search Engine Marketing (SEM), Domain Name purchases and renewals, Web Development Work, Graphics Design work, or most other transactions (receipts or invoices) will serve to reset the one year (365 days) counter (exceptions include account service charges, finance charges on overdue balances, and any monthly account management fees on dormant accounts) to keep your account in an active status for the respective service provider.

a. Dormant with Balance Due: Dormant accounts with a balance due are considered negligently delinquent, meaning that the outstanding balance due is excessively overdue for a period of over one year. We will attempt to obtain payment from you for overdue balances via periodic statements mailed to your last known billing address on file. To maintain administrative efficiency, your approval of this Agreement acknowledges your understanding that balances due on dormant accounts will be considered "bad debt" and may be referred to a collections agency, which in turn may reported to credit bureaus. At our discretion, we may also pursue legal action to recover fund from overdue balances, in which case you agree to pay all costs and fees including, but not limited to, travel, lodging, per-diem, attorneys, court costs,

etc. incidental to the collection of your balance due. Your Dormant Account with any balance due will be immediately closed, and any other services provided to you by Peerless Web Solutions will be terminated without refund.

b. Dormant with Credit on Account: Dormant accounts with credit balances are considered to be abandoned funds, meaning that the outstanding credit has aged to the point where you have lost interest in retaining it or receiving benefit from its use for a period exceeding one year (365 days). We will notify you of any refundable credits you have on account via periodic statements or credit vouchers mailed to your last known valid billing address on file. To maintain administrative efficiency, your approval of this Agreement acknowledges your understanding that dormant accounts with credit balances will be assessed a \$25 monthly management fee beginning on the first day which begins the second year of no activity on the account. The monthly management fee will continue in perpetuity until a transaction occurs which brings the account back into "active" status, or the credit balance is depleted. Once a credit balance is depleted from a dormant account, the account will thereafter be immediately closed.

c. Dormant with Partial Work Completed: Accounts that qualify as a "Languishing Projects (Not Our Fault)" for a period exceeding of one year (365 days) that are paid up to the point of work completed, but on which the agreed upon Scope of Work have not been completed, will be considered "Dormant with Partial Work Completed". Until the point where the account becomes "Dormant", Client may "claim" their partially completed work by requesting that any work performed by Peerless Web Solutions is saved on external media (CD-ROM, DVD-ROM, or Flash Drive) and shipped with delivery confirmation to Client for a service fee of \$50, paid in advance. Once such an account becomes "Dormant", the account will be immediately closed, any unclaimed work will be permanently and irreversibly purged (deleted) from our servers without saving it to external media, and the amount paid by Client for the unclaimed work will be forfeited without credit or refund.

8. Finance Charges on Overdue Balances: Invoices provided to you will be clearly marked with payment terms, typically annotated as "Pre-Pay", "Due on Receipt", "Net 15", "Net 30", or "Net 60". ("Net" payment terms mean that the balance indicated is due in full within the number of days indicated). Net billing is also known as a "grace period" to receive payment without incurring finance charges on the outstanding balance due. If a payment is overdue, the following finance charges will be applied to your respective account: 1% of the outstanding balance monthly, \$10 minimum.

9. Hourly Rates: Our hourly rates are subject to change without notice. Current rates are displayed on our website at www.PeerlessWebSolutions.com. Project pricing and hourly rates specific to the Scope of Work for your project are guaranteed to remain as quoted through the completion of your project. The hourly rates quoted for additional (future) work after your project's completion are not guaranteed in perpetuity and may change (increase or decrease) in response to market demands.

10. Content for Your Website: Content for pages must be provided to us prior to the Start Date to ensure timely completion of project. Delays in delivery of content, and changes or additions to content while the project is in development may result in delays in project delivery beyond the specified or computed Project End date.

a. Acceptable Forms of Content Delivery: Content should be provided in digital/electronic format, and appropriately represent the information to be displayed on your website. We will use the content you provide as-is without adjustment unless you specifically contract us to copy-edit or proofread the material. Information you provide to us after your project starts, or information that you change/modify after pages have been developed may incur additional hourly fees if rework is necessary to make adjustments.

b. Transferred or Otherwise Copied Content: When website content is being copied or transferred to Peerless Web Solutions from another hosting account provider or any other source, Client assumes all responsibility for content that may be rights-managed. In accordance with the Legal Waivers, Disclaimers, Limits of Liability, and Durability section of these Terms of Service.

1. Damaged or Missing Content: When transferring a website to Peerless Web Solutions from a third-party hosting service provider, Peerless Web Solutions is not responsible for correcting damaged or missing content that from the third-party hosting service provider. Examples of damaged or missing content include, but are not limited to, broken links, corrupted files, proprietary

code, and other such materials that are not readily available or cannot be obtained from the third-party service provider.

2. Transfer of Erroneous Content: If your website is being transferred to Peerless Web Solutions hosting without specifically including copy editing services in the Scope of Work Agreement, Peerless Web Solutions is not responsible for typographical errors, layout errors, typesetting errors, grammar errors, spelling errors, or any other errors transferred from source documents and files.

c. Login Access to Relevant Accounts: For the purpose of fulfilling the agreed upon Scope of Work as described on your Billing Page, the term "Content" includes all account access information that we need in order to transfer or configure files, shopping carts, domain names, email accounts, etc in conjunction with your project.

11. Ongoing Monthly Search Engine Marketing (SEM) Work: Search engines each utilize different algorithms that often change multiple times per month. Search service companies periodically publish guidelines and updates for what they individually consider ethical and industry "best practices". As the guidelines change, and depending on market response, keyword research and other technical factors, your search engine marketing strategy will continually be adjusted and evolving. Peerless Web Solutions monitors your website traffic and evaluates analytical data to determine the effectiveness of your organic and/or pay-per-click marketing campaigns. The "Good", "Better", or "Best" monthly SEM budget amount that you select, if any, will remain the same each billing period. However, as Peerless Web Solutions deems necessary to manage your search engine position, the distribution of funds may be allocated towards different combinations of blog posts, articles, link campaigns, AdWords, professional networking, social networking, and other resources from month to month in order to achieve an optimal use of funds for your website's natural and subscribed search engine positions (as applicable). From time to time, Peerless Web Solutions may recommend adjustments to your overall monthly SEM budget (increase or decrease) based on 1) results achieved from SEM efforts, and 2) your marketing goals as they relate to your website's traffic.

Legal Waivers, Disclaimers, Limits of Liability, Durability Section

Why This Section is Necessary

The following Waivers, Disclaimers, and Limits of Liability are in effect due to 1) the widespread and far reaching linkable and attainable content digitally available via the Internet, 2) our inability to control and monitor such content, 3) our inability to certify or verify rights managed content provided to us by our clients with regard to their website's development, 4) the ability for some of our clients to make changes and additions to their own website content themselves, or through third-party applications and services beyond our control, and 5) ensuring that we ethically disclose limitations related to website services to prevent unrealistic or unreasonable client expectations.

You agree to indemnify and hold harmless Peerless Web Solutions, our strategic partners, and our assigns, from, but not limited to, legal action and any associated attorney's costs, court fees and associated expenses as follows herein.

1. Disclaimer of Warranties: Peerless Web Solutions disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, operability, and/or availability of information or material displayed on Client's Website or hosting service. Additionally, Peerless Web Solutions disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. Further, Peerless Web Solutions disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through Client's website or any other website.

Peerless Web Solutions' services are provided "as is," with no warranties whatsoever. Peerless Web Solutions disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without

limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Additionally, Peerless Web Solutions disclaims any warranties regarding the security, reliability, timeliness, and performance of all hosting, merchant account, consultant, and other service providers related to support, performance, and functionality of Client's website. Further, Peerless Web Solutions disclaims any warranties for any information or advice obtained through or advertised related to the hosting, merchant account, consultant, and any other service or services, as well as for any information or advice received through any links provided in or by such services.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. If any portion of the Disclaimer of Warranties paragraphs do not apply to you because they are not allowed by law, the remaining portions of the Disclaimer of Warranties paragraphs which are allowable by law remain in full force and effect. You also may have other rights that vary from state to state and jurisdiction to jurisdiction.

In states where exclusion implied warranties is not allowed, and/or in any situation not covered elsewhere by this Agreement where damages may otherwise be awarded, Client agrees that the maximum amount of damages is limited to the actual monies paid to Peerless Web Solutions as agreed upon specifically and solely in the "Scope of Work" and Project Pricing" sections of your Billing Page for work performed, excluding any and all website hosting fees and/or ongoing Search Engine Marketing (SEM) fees.

2. Limitation of Liability: Under no circumstances shall Peerless Web Solutions be liable to any user on account of that user's use or misuse of, or reliance on, the hosting, merchant account, or other third-party services associated with Client's website or provided to Client. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if Peerless Web Solutions has been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of, and reliance on, such services, from inability to use such services, or the interruption, suspension, or termination of such services (including such damages incurred by third parties). Client holds Peerless Web Solutions, its officers, directors, employees, subcontractors, strategic partners, and other assigns harmless from any and all errors, omissions, and/or damages that may relate to services rendered or content contained on or within Client's website, as well as from any marketing efforts related to or incidental to the promotion of Client's website.

Some states or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you. If any portion of the Limitation of Liability paragraph does not apply to you because they are not allowed by law, the remaining portions of the Limitation of Liability paragraph which are allowable by law remain in full force and effect. You also may have other rights that vary from state to state and jurisdiction to jurisdiction.

In states where exclusion or limitation of liability for incidental or consequential damages is not allowed, and/or in any situation not covered elsewhere in this Agreement where damages may be otherwise awarded, Client agrees that the maximum amount of damages is limited to the actual monies paid to Peerless Web Solutions as agreed upon specifically and solely in the "Scope of Work" and Project Pricing" sections of your Billing Page for work performed, excluding any and all website hosting fees and/or ongoing Search Engine Marketing (SEM) fees.

In the event of any dispute arising from the terms or performance in conjunction with this Agreement, Client agrees to pay all cost and fees including, but not limited to, travel, lodging, per-diem, attorneys, court costs, etc. incidental to the resolution of such dispute.

3. Content Posted on, Linked To, or Linked From Client's Website: Client's website, the sites displayed in Internet search results, or linked to/from Client's website may be developed by people or companies over whom Peerless Web Solutions exercises no control. We are not responsible and shall not be liable for the content, listings or advertisements contained in websites we develop, and those websites may include technical inaccuracies or typographical errors notwithstanding our efforts to eliminate them. Peerless Web Solutions does not check licenses, trademarks, certifications, copyrights and other certified or rights managed content provided by Client or provided to Client, and Client agrees to hold Peerless Web Solutions harmless of all infractions, breaches, or legal consequences resulting from use or misuse of content posted on Client's website. Client assumes sole, total and complete responsibility for use of all content on Client's website. Peerless Web Solutions does not

assume the responsibility of monitoring the use of trademarks, certifications, copyrights, or other rights of third parties. Peerless Web Solutions may make improvements and/or changes in the products, services, and/or programs described in these materials at any time without notice. A search using Internet search tools, resources, or services may produce search results and links to sites that some people find objectionable, inappropriate, or offensive. Peerless Web Solutions cannot guarantee that an Internet search will not locate unintended or objectionable content and assume no responsibility for the content of any website included in any search results, including Client's site.

Links created by Peerless Web Solutions personnel (and also Peerless Web Solutions's subcontractors and assigns) that involve article and blog submissions in conjunction with search engine marketing efforts performed by Peerless Web Solutions may credit the Client's name, Client's company, Peerless Web Solutions or a Peerless Web Solutions employee, vendor, subcontractor or other assigns as the author or co-author, with content of the written copy to be created at Peerless Web Solutions's discretion for search engine promotion and marketing merit. Client may request (in writing) to review such content prior to posting and/or publishing articles and/or blog entries. Upon Client's review of written copy content, or in the absence of Client's written request for review of such content preceding the publication or posting date of such content, Client agrees to hold harmless Peerless Web Solutions from any liability, misrepresentation, or damages resulting from article and blog citations.

4. Search Engine Optimization (SEO) and Search Engine Marketing (SEM) Disclaimer: Although it is our goal to facilitate top placement in any given category with selected keywords for your company, we can not guarantee specific results. Different search engines employ various criteria which often change on a month-to-month basis. Your placement on a "search engine results" page is not only subject to these criteria, but also the past SEO and SEM history, Web traffic and popularity of other websites. Some criteria that influence your website's placement on the search engines include (but are not limited to) the following:

- Keyword selection (words that define your business, products and services)
- Keyword relevance to site text (how words are used, and their placement on the page)
- Number of hits per page (traffic to the site from search engines or direct)
- Number of pages on the site with navigable links (scope of site)
- Number of cross-references on the Internet (reciprocal links, Blogs, etc)
- Use of Alt-Tags, image titles, and other Web site elements (including Meta Data)
- Number of site modifications per month (freshness of content)
- Frequency of search engine submission (not too often or seldom)
- Use of Flash or other elements that impede optimization (images of text versus actual text)

There are literally dozens of additional criteria that span between various search engines and directories on the Internet. Although Peerless Web Solutions can not guarantee you the Number One spot on a given search engine for any given keyword, we can assure you that methodical analysis and consistent review of your SEO and SEM strategy should gradually elevate your placement to optimal levels. It may take days, weeks, or months for a given keyword to reflect your placement on the first page of search results, depending on individual words used, and some keywords may not yield favorable/desirable results at all.

We state this disclaimer to provide you with an informative, realistic appraisal of what is involved with Search Engine Optimization (SEM) and Search Engine Marketing (SEM), and to provide advance notification that no online solution company can ethically guarantee your positioning on the major search engines. Our goal is to optimize your site using more effective methods and a consistent process.

Cancellation of Agreement:

This agreement shall commence upon full execution and delivery of this agreement by both parties and may be cancelled by either party with five (5) day's written notice. If this Agreement is cancelled after work has begun but prior to project completion, Client agrees to pay for actual work performed at the regular hourly rate (not the discounted rate quoted herein) as of the date on the Title Page of this Agreement, currently \$110/hr. Upon cancellation of this Agreement, any funds paid in advance for project work will first be applied to actual work performed, with any remainder refunded to Client. Any remaining payments due to Peerless Web Solutions for actual work performed will be invoiced to you under Net 15 payment terms. Upon early cancellation, we will return all Client-provided materials to you. Peerless Web Solutions will also provide a written account of work performed, and will deliver all developed project materials to Client for work that has been billed.

Durability of Agreement:

Peerless Web Solutions provides services to clients in all 50 states of the United States of America, and internationally. Individual state laws and laws from country to country vary. In the event that any clause or section of this Agreement is determined by competent legal authority to be invalid or unlawful, the rest of this Document remains intact and enforceable to the fullest extent of applicable laws.

Any and all legal dispute(s) arising from the content of this Agreement will be governed by the laws of Pennsylvania within the jurisdiction of Harrisburg, PA, Dauphin County.