

My Marketing Café – Website and Marketing Agreement
Terms & Conditions

Our goal is to provide the client with a reliable Internet presence, email communication, and secure data storage, as well as traditional and online marketing. To accomplish this, several different software applications, products and services may be used to provide a complete solution. We will license each software application, product or service, with the exception of hosting, in your name. These applications may have a separate “Standard Agreement” or “End User License Agreement” that defines the terms of use for that particular item. Your service contract contains a complete list of software applications, products and services being used for your account as well as the applicable price. My Marketing Café will host your website on our secure server licensed through Siteground.

By using the software, products and services provided by My Marketing Cafe, you agree to all of the terms and conditions of this agreement. This includes access to My Marketing Café Email Servers and/or use of Server Software to access email on the servers. If you do not agree to these terms, all services will be discontinued, activation of the account will cease and your account terminated.

In addition, My Marketing Cafe has certain legal and ethical responsibilities consisting with the use of Internet servers and any other equipment involved in these services. We reserve the right to suspend or cancel a customer's access to any or all services provided by My Marketing Cafe should it be found that the account has been inappropriately used.

This is a legal and binding agreement between My Marketing Cafe and you, the Client.

I. Description of Service

The Client will have access to My Marketing Cafe servers in order to have the tools needed to maintain a reliable presence on the Internet. This includes the ability to publish and maintain a web site as well as send and receive email using the client's “domain”. My Marketing Cafe will take the necessary steps to have the content of The Client's web site available for access on the Internet by any party in the world.

Internet Servers

My Marketing Cafe will setup and maintain necessary servers (name server, email server, web site server, and database servers) to meet the Client's needs. We take on the responsibility of keeping your business moving with our 99.99% up-time guarantee. The Client's Data is kept on high-speed self-healing server clusters located at several data centers

Internet Server Management (Essential Webmaster On Call)

My Marketing Cafe will manage the necessary elements of server security, virus, hacker, and DOS attacks.(denial of service)

Internet Server Management (eCommerce Webmaster On Call)

In addition to the Essential Webmaster Tasks, My Marketing Cafe will also manage the additional tasks involved with selling online and accepting encrypted credit card transactions, you will be have complete control and be solely responsible for the operation and maintenance of your donations. You are also responsible for the security of any customer credit card numbers and related customer information.

IP Address

My Marketing Cafe will lease all necessary IP addresses to effectively run your business needs. We maintain control and any ownership of any and all IP numbers and addresses. My Marketing Cafe reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

Internet Publishing Software, Online Commerce Software and Application Hosting

My Marketing Cafe will utilize proprietary Internet Publishing Software and popular 3rd party software to serve the client's needs. The use of any software application is left to the sole discretion of My Marketing Cafe. My Marketing Cafe acquire all necessary licensing updates, patches, upgrades associated with the maintenance of such software.

Marketing Services

Clients who purchase the website and marketing package are given access to all courses and training available through the Nonprofit Marketing Academy. They are also provided a free membership into the Academy's weekly meet up and online training

sessions. There is no guarantee either implied or otherwise that the marketing strategies taught will advance or improve the nonprofit. The strategies taught have been well-researched and have proven successful for clients however no individual success can be predicted or guaranteed.

II. Reliable Service Level Guarantee

A. Coverage

This 99.99% uptime guarantee applies to any client in good financial standing with us at the time of a service outage.

B. Credits

In the event that your web site is not available at the level guaranteed, we will credit the following month's service fee in a pro-rated manner. Your monthly fee will be divided by the number of days within that month, you will receive credit for each day that the outage persisted, with the maximum credit not to exceed the monthly service charge for the affected month. In order for you to receive a credit on your account, you must contact My Marketing Cafe Technical Support Service by phone or through the nonprofitmarketingacademy.com web site during the time of the outage. If it is determined that the outage is not exempt by the restrictions explained below, you will receive credit on during the billing cycle for the following month. Credit to your account shall be your sole and exclusive remedy in the event of an outage. No refunds will be issued.

C. Restrictions

Credits shall not be provided to you in the event that you have any outage resulting from (1.) scheduled maintenance as posted from time to time by us, (2.) your behavior or the performance or failure of your equipment, facilities or applications, or (3.) circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site, or (4.) a client breaking any item in our "Terms of Cancellation Due to Misuse or Abuse by Client" causing a machine to fail as a result.

Backups

Full backups are made weekly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the client's responsibility to maintain local copies of their web content and information. If loss of data occurs due to an error of ours, My Marketing Cafe will attempt to recover the data for no charge to the client. If data loss occurs due to negligence of client in securing their account or by an action of the client, My Marketing Cafe will attempt to recover the data from the most recent archive. Any work of this kind will be counted against the client's monthly web administration hours.

III. Price Freeze Guarantee

We guarantee for as long as you are a continuous client, in good financial standing, and you keep renewing your service agreement, we guarantee that you will be locked into your current rate for as long as you remain a client. It's that simple. This guarantee does not apply to fees associated with services outside the scope of your service description such as add-ons, package upgrades, or new site features, new site elements, or data entry.

If we lower our price, we will make an offer to lower your agreement price for the duration of the agreement.

IV. Cancellation and Refund Policy

'First 30 Days' Money Back Guarantee

You have a chance to evaluate your new website and our service for 30 days after your first payment is processed.

You can cancel at any time. If you cancel within the first 30 days, we will refund first payment.

Cancellations will only be accepted from the primary account holder.

A. How to Cancel - Phone requests are ok. You can send us a notice to support@nonprofitmarketing.com.

B. How to Get Your Refund - We MUST hear from you within 30 days. Next, for legal reasons, you MUST send us a letter stating what you want to do with your domain name.

Cancellation and your website Domain

We require clients to purchase their own domain name because we believe your website is your website and we do not believe in strong holding clients to remain under contract year after year. We believe we must earn your loyalty by delivering superior customer service and website products. After your initial one-year contract has ended, the contract renews automatically. If you choose to use another company, you are free to switch your website to another host.

V. Payment Obligations, Renewals, and Cancellations

The Client acknowledges that My Marketing Cafe provides scalable solutions and as such, the Client understands that certain tasks not included in the Client's selected service plan are subject to service fees.

A. Payment Obligations:

As is customary for monthly services, full payment is required in advance, before the service period begins. All payments are in U.S. currency unless otherwise stated. You warrant and represent that the payment information you supply (or other information that we may require) is accurate and truthful. All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax. Your service contract contains a complete list of software applications, products and services being utilized for your account as well as the applicable price, payment dates, and applicable late fees.

Credit Cards - You give us the right to debit the credit card or account you provided to My Marketing Cafe for services rendered, until such service is cancelled by you in writing or is cancelled by us according to terms of this Agreement. There is a charge of \$50 for non-fraud related charge backs that the client places on credit card payments.

B. Renewals:

Your account will be automatically renewed under the same time and fee structure unless you give written notice to My Marketing Cafe fifteen (15) days before the renewal date that you do not wish to renew such account. Promotions are not included in renewals.

C. Cancellation

Due to security concerns, cancellation notice must be initiated by sending a message through nonprofitmarketingacademy.com to support@nonprofitmarketingacademy.com and must be confirmed by My Marketing Cafe via phone or email. Cancellation notice must be submitted during the calendar month prior to the "declared last month" of service. As per the "Terms of Payment" section, no refunds will be issued for month-to-month clients. Since the client uses a domain registered by the client, the domain must nameservers must be changed away from our servers in order to close the account. As long as the domain is pointed to our servers the client will continue to accrue charges. The client agrees to pay any past due amounts before any client assets are released or returned to the client. If a client has paid more than one month in advance and does now owe for any other services, a refund will be issued for any payment already received that would correspond with months that come after the "declared last month" of service.

VI. Terms of Cancellation Due to Misuse or Abuse by Client

We have the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined in this document. ALL CONTENT UNDER THE DELETED DOMAIN WILL BE REMOVED (DESTROYED) WITH THE CANCELLATION OF SERVICE.

Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Any attempt to undermine or cause harm to a server, or customer, of My Marketing Cafe is strictly prohibited. Abuse and Profanity - We reserve the right to cancel any accounts for Harassing, abusing or using Profanities towards any members of our staff in any form.

Accounts may be terminated that include the following content or which have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual Displaying material containing obscene nudity or pornographic material Displaying material that exploits children under 18 years of age.

Server Abuse is defined as any usage of My Marketing Cafe Products or services for illegal or unethical purposes. We will be the sole arbiters as to what constitutes a violation of this provision. **These Include, but are not limited to the following:**

Our email accounts can only be used for personal accounts or company accounts. They can not be given out to others for a payment or free. Anyone caught abusing this will be charged \$10.00 per account per month that will be payable immediately including any months in arrears.

Chat Rooms - We do not allow clients to install their own chat rooms.

Adult Content - It is absolutely forbidden to publish pornographic content. Clients found publishing this material will be subject to immediate cancellation without refund.

Abuse of FTP Server – If you are granted FTP access and use the FTP server to store files not essential for your selected level of service.

Abuse of SMTP Mail Server- If you are sending legitimate e-mails and they total more than 1000 per day your account will be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged \$30.00/month in addition to your regular monthly fees if your account is moved to this server.

Hacking - Software or Scripts that scan or dig into our server directories are not allowed.

Customers may not run IRC, bots or clients on My Marketing Cafe servers.

Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities. Domains are immediately deleted from our servers if they possess any pirated computer programs and accounts will be suspended without warning.

SPAM

Unsolicited commercial advertisements (Spam) are not allowed in e-mail. We take a zero-tolerance approach to Spam originating from our servers or for Spam advertising of domains hosted on our servers. Upon first notice of spamming all guarantees including the 30-day Guarantee are waved with NO REFUNDS AT ALL.

Unsolicited bulk or commercial messages ("Spam"):

This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.

Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth Spam will be terminated without warning and without refund.

Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").

An Email mailbox may not be used as storage for attachments or for an unreasonable amount of email messages. Any messages with attachments may be deleted by My Marketing Cafe after 30 days of being received. Any messages without attachments may be deleted by My Marketing Cafe after 90 days of being received.

Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages. CGI scripts that send mail must be used only to send

email to internal email addresses. Scripts that allow anonymous website visitors to trigger emails will not be allowed. This includes email confirmations, send-link-to-a-friend, and send-a-post-card, or any similar application not listed here.

If you use the services of another provider to promote a web site hosted by or through My Marketing Cafe (Spam advertising), then the provisions of the above Policy shall apply as if the Spam were sent through our servers.

If our servers are blocked because of you spamming you will be held liable and all fees occurred in the matter will be billed to your account.

Intellectual Property Rights and Copyrighted Material

Material and intellectual property that belongs to My Marketing Cafe may be made accessible to the client when deemed necessary by My Marketing Cafe. The materials include but are not limited to information, graphics, audio, software screens or processes, as well as electronic marketing methods such as search engine optimization. This includes any material that may be provided to the client by My Marketing Cafe in person, in writing, on recorded media such as a DVD, or via the Internet.

My Marketing Cafe is subject to protection under the United States/Canadian or other copyright laws, as well as laws protecting trademarks, trade secrets or proprietary information. With respect to any material provided by My Marketing Cafe, the client must not use My Marketing Cafe servers, software, or intellectual property in a manner that would infringe, violate, dilute or misappropriate any such rights. Any exceptions to this must be obtained in writing from My Marketing Cafe.

The client agrees that access to any My Marketing Cafe software or access to My Marketing Cafe Servers will remain limited to only the users registered with My Marketing Cafe. In case My Marketing Cafe finds that the client has allowed unlicensed access as described herein, the client agrees to pay all licensing fees due starting from the first event of unlicensed access through to the present.

In order to maintain the security of My Marketing Cafe's proprietary information and/or trade secrets, the client agrees to not discuss, show or provide copies of any of the material provided by My Marketing Cafe to any persons that are not registered with My Marketing Cafe.

In case of that a security breach by the client results in the acquirement of My Marketing Cafe's intellectual property by any person without the required license, the client agrees to pay all legal fees incurred by My Marketing Cafe for the protection of any intellectual property owned by My Marketing Cafe.

Network Security

Customers may not use My Marketing Cafe network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network or scripts that access any parts of our servers not usually available to clients without written consent. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Lawful Purpose

We reserve the right to refuse service to anyone. Customers may only use My Marketing Cafe server for lawful purpose. Transmission of any material in violation of any Federal, State, Provincial or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of My Marketing Cafe management.

Venue

The Client agrees to pay all court costs an attorney and investigation fees acquired by My Marketing Cafe for the purpose of any legal proceedings resulting from the actions or inactions of the Client. In no event shall the maximum liability of My Marketing Cafe exceed one US Dollar (\$1.00). Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in Volusia County, Florida, USA any dispute will be litigated or arbitrated in Volusia County,

Florida, USA. The Client further waives all objections to venue and acknowledge that venue in any such litigation will be held in Volusia County courts.

VII. Disclaimer

WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. MY MARKETING CAFE DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY MY MARKETING CAFE AND ITS EMPLOYEES. MY MARKETING CAFE RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

VIII. Indemnification

CLIENT AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD US HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST US, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CLIENT, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS US AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH OUR SERVER; (2) ANY MATERIAL SUPPLIED BY CLIENT INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM OUR SERVER (5) ACT OF BANKRUPTCY BY A CLIENT OR RESELLER OF OUR SERVICES AND PRODUCTS.

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