



Best Chiropractic Website™ Website Service Agreement

The purpose of this document is to provide you with a clear explanation of what you will receive with the Best Chiropractic Website package.

The following agreement is between “Chiropractice Marketing Solutions, or “We” and the Doctor(s) of Chiropractic herein referred to as “You”, “Your” or “Client”. The following sets out the terms for creation, hosting, implementation updates and maintenance of your Best Chiropractic Website™ website service as of the date of this agreement.

For the purposes of this agreement:

1. **“Biographical Information”** is defined as practice-specific website content such as doctor biographies, adjusting techniques, practice hours, contact details/information, etc.
2. **“Subscription fee”** is defined as the monthly fee paid in advance by you for the Best Chiropractic Website™ website service as outlined in this agreement.
3. **“License”** is defined as official or legal permission to use our specific website and the systems, tools, tests, and research that are included with the website. You do not own the website or material but are allowed to use it.

4. WHAT YOU CAN EXPECT FROM US:

To produce and optimize the performance of your Best Chiropractic Website™ website, we will:

- a) Coordinate the transfer of your domain if you have a current web domain/website, to a Best Chiropractic Website™ Domain Name Server, “DNS.”
- b) If you do not have a web domain, we will provide advice on selecting a domain AND/OR procure your selected/requested domain for you (as long as it is available).
- c) Register and manage your selected web domain for you (cost is included in the initial set-up fee).
- d) Setup your web domain on the Best Chiropractic Website™ DNS.
- e) Host, maintain and automatically update your website. Important – There may be times during the year when your website might be temporarily “disabled”. Updates, changes, “maintenance”, etc. is usually done during off-peak times.
- f) If you desire to utilize e-mail accounts associated with your website domain, we can host your e-mail accounts at no additional charge.
- g) Backup and save your website on a regular basis.

Initial Here:

5) Website Templates, Graphic Design and Branding:

We will provide you with several non-exclusive website template designs to choose from. We will send you a series of short e-mails that make the entire process of choosing your template, color combinations, etc. simple, fast and easy.

If you have a logo, we will add your logo to your website banner at no charge, or you may choose to have our staff Graphic Artist create one for you at a price of \$450. You will own the logo we create for you

6) Personal Website Content:

a) We will use the content that you provide us (i.e. Name, address, phone number, information about your, your staff, practice, services, etc.) to create/personalize the following pages on your website:

*** Home Page (partial personalization) * About Us * Contact Us**

If you want to add additional content in the future, simply e-mail to us and we'll update your site. Any additional additions/uploads (i.e. videos) that require our staff web masters to do a considerable amount of work are charged at a rate of \$75 per hour.

b) Best Chiropractic Website™ Content will include the following additional pages at no charge: The images, content, health tests, and presentations are owned by Dr. Len Schwartz of ChiroPractice Marketing Solutions.

1. Home Page
 2. Lead Generation Links – Headaches, Back Pain, ADD, Allergies, Arthritis, Leg Pain, Pregnancy, Ear Infections, Asthma, Carpal Tunnel, Pregnancy, Ear Infections, Colic, Muscles Pain, Immune System, Neck Pain, SIDS, Spinal Trauma, Sports, TMJ, Whiplash. ****IMPORTANT****
– You can delete any of these from your site to fit your style of practice.
 3. Family Health
 4. Health Tour and Health Tests – These pages include copyrighted tests and a health tour presentation they can/will only be used on our sites.
- c) We will delete specific links/information from your website if you wish.
d) Update your site content monthly with new research.

7) Search Engine Optimization:

We do our BEST to get your website ranked as high as possible on the major search engines by using industry leading "key words and phrases". We also use the proper headings and tags that the major search engine "spiders" look for when ranking website. Unfortunately, we cannot offer a guarantee of any kind.

8) Website Statistics:

We will provide you with a password protected website where you can view/access your website statistics.

9) Confidentiality:

When you provide us with information (that is not meant for the public to see) or a website visitor provides us with information (i.e. e-mail address), we will treat and maintain that as private, confidential information.

Initial Here:

10) WHAT WE EXPECT FROM YOU:

In order to produce your “active” fully-functioning website in the most efficient way possible, we need you to:

a) Supply Us With Information:

- 1) We need your logo, all of the necessary images and text to populate the **Home Page (partial personalization), About Us and Contact Us** pages. We’ll need authorization or certification that you have the legal right and permission to upload any material that you supply to Best Chiropractic Website™.

b) Payment of Fees:

- 1) With the submission of this agreement you authorize us to collect a one-time, non-refundable Setup Fee of \$250.
- 2) After final approval of your website, and your direction to upload your “live” site, you authorize us to collect the first monthly Subscription Payment of \$39.95 on that day and to do so on or about the 1st or 15th of every month (whichever day is closer on that day) for the next 11 months.
- 3) This agreement will automatically renew for successive 12-month periods unless either party provides written notice to the other party at least 30 days prior to the expiration of the current agreement.

11) Our Money Back Guarantee:

If you are not completely satisfied with your website, you have the right to terminate this agreement within 90 days of the “go-live” date and recover all monthly Subscription fees you have paid. The Setup fee is non-refundable.

12) Hold Harmless:

Before you direct us to have your website go “live”, you will have reviewed and approved your website. For that reason, you do hereby for yourself, your heirs, executors, administrators, successors and assigns and any and all persons, firms, employers, corporations, associations, or partnerships, release, acquit and forever discharge Best Chiropractic Websites™ ChiroPower, LLC, and Chiropractice Marketing Solutions, their agents, subsidiaries, parents, affiliates, employees, directors, officers, members and assigns from any and all claims, actions, causes of actions, demands, costs, property damage, loss of wages, expenses, accrued or unaccrued claims on account of or in any way growing out of, any and all known and unknown injuries and damages resulting from this website agreement.

13) Publicity:

Unless you provide us with written notice/instructions, you agree that Best Chiropractic Website™ may use your website for advertising purposes and/or give public notice of its design and/or hosting to the public.

14) Copyrights and Intellectual Property:

Best Chiropractic Website™ provides a website service. As you might expect, our proprietary content and software is copyrighted and protected. You may not reproduce or create derivative works from the copyrighted content.

Initial Here:

15) Service Upgrades and Changes:

It is possible that Best Chiropractic Website™ might improve a function, provide an enhancement, or upgrade a service included with your website. It is for that reason that Best Chiropractic Website™ reserves the right to change the terms of this agreement by submitting such changes in writing within 30 days of making such a change.

16) Uncontrollable Circumstances:

We agree to hold each other harmless and/or nonliable if there is an act of God, weather, natural disaster, etc. that results in an interruption of service.

17) Usual and Customary Use:

We reserve the right to discontinue service due to, but not limited to: promoting, using, or publishing private, illegal, defamatory, obscene, slanderous or inappropriate materials, fraud, copyright infringement, non-payment of services and abusive use of our website and/or email services.

18) Completing Your Order:

By initialing each page and by signing below, I am agreeing to the terms and conditions of this agreement.

Please fill out all of the information below and then fax to 267-699-1038.

Print Doctor's Name: Practice Name:

Address: Country:

City: State: Zip/Postcode:

Phone: () -

Email: Date:

Signature: _____

Referred by: (Please note how you found out about Best Chiropractic Website™):

a) One-Time Setup Fee:

One-Time Setup Fee: \$250

b. Monthly Subscription Fee (due the day your site goes "live"):

Subscription fee: \$39.95

4. Payment Details:

Select Card Type: V MC AM D

Cardholders Name(as show on card):

Card Number:

_____ - _____ - _____ - _____

Expiration Date Month Year (ex. 0507): _____ / _____

Signature: _____

Today's Date:

Initial each page, print and fax the completed agreement to Best Chiropractic Website™ (267-699-1038).

You will receive an acknowledgment via email within two working days.
Any questions, please call (866-655-8502).

Initial Here:
