

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, 2.14% discount rate, \$0.24 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
- 250 megabytes storage
- We maintain your web site—up to 50 changes/month
- Hosting:
- 20 e-mail accounts
- Web site statistics
- Registration of domain name (one time per year): Additional domains are \$20 per year for each
- 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

Members' Initials _____ WLT representatives' 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 20 e-mail addresses with hosting account. Each e-mail address is limited to 1 GB 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.

Members' Initials _____ WLT representatives' Initials _____

