

## WebMedley™ Web Site Publishing System Terms & Conditions

This Agreement between FaithandValues.com, Inc., a Kentucky corporation, with its principal place of business at 3470 Blazer Parkway, Suite 150, Lexington, Kentucky ("FVC") and "Customer", (FVC and Customer are collectively referred to as "Parties") sets forth the services provided by FVC for use by Customer of FVC's WebMedley Web Site Publishing System.

The following terms and conditions (the "Standard Terms") shall be deemed to be incorporated into this Agreement.

**1. Web Site Management System.** This Agreement is for provision of a Web Site Publishing and Management System ("WebMedley"). Customer shall use FVC's WebMedley software, made available on the World Wide Web, for Customer's use in operating and updating Customer's Web Sites only as FVC may permit.

**2. Services.** FVC agrees to provide the following services:

a) A choice of Web site styles from which Customer can choose;  
b) Training, via the telephone, on the use of the WebMedley System.  
Within two weeks of signing of this agreement and payment of the initial set up fee, Customer will have available the following features, further defined in the description of WebMedley packages at [www.webmedley.com/pricing.html](http://www.webmedley.com/pricing.html):

a) A secure, password-protected, Web-based administrator function  
b) Text editing and formatting  
c) Image and graphics upload capabilities  
d) The ability to add Web pages and specify the relation of these pages to each other, except in single page offerings and the WebMedley Lite package  
e) A unique domain name  
f) Storage, in volume according to the type of WebMedley package used  
g) Email addresses, in quantities according to the type of WebMedley package used  
h) Other feature modules, according to the type of WebMedley package used and described in Attachment A, "[WebMedley Features and Pricing](#)".

**3. Rights.** In accordance with this Agreement, Customer is hereby granted to use WebMedley only as and to the extent specifically set forth herein. Customer shall otherwise have no rights in or to WebMedley. Customer's right to use WebMedley shall terminate concurrent with the expiration or termination of this Agreement. Prior to the expiration or termination of this Agreement, FVC may, at its sole discretion, suspend, extinguish or otherwise terminate Customer's right to use WebMedley. Customer shall not make, engage in, order, direct, request or assist in any attempt to reverse-engineer, decompile or otherwise derive the computer programming code relating to WebMedley, or to copy WebMedley or any of its features or components. Customer acknowledges that for FVC to perform the services contemplated by this Agreement, FVC must have authority to use and manage information and content provided by Customer ("Customer Content"). As such, Customer hereby grants to FVC a non-exclusive, worldwide, royalty-free license for the term of this Agreement, and any and all extended terms of this Agreement, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer Content.

**4. Payment Terms.** Fees are set by FVC and are subject to change at the discretion of FVC. The current fee structure may be found at [www.webmedley.com/pricing.html](http://www.webmedley.com/pricing.html). Customer agrees to pay the initial set up fee, which includes:

a) One-year registration and propagation of a single domain name  
b) Web site style set up and site activation  
c) One hour of telephone consultation to assist with site set up  
d) Email set up for one email account, with administrative abilities to set up the other accounts provided in the selected package

Furthermore, Customer agrees to pay the monthly recurring fee in either of two options:

a) Quarterly, via check, cash, automatic withdrawal, or credit card, or  
b) Annually, in a single payment by check, cash, automatic withdrawal, or credit card.

The initial set up fee is payable within 15 days of site set up. Quarterly payments are then due the first day of the month following the initial site set up and by the first day of each subsequent quarter, unless Customer pays for a full year in advance. Any payment returned to FVC for insufficient funds or other reasons will be subject to a \$50.00 return check fee plus any other applicable charges. Any outstanding balances will be subject to a service charge of 1.5% per month. FVC reserves the right to employ all available collection methods after payment goes 60 days overdue, and to stop hosting the Web site.

**5. Term.** Subject to the other provisions set forth herein, this Agreement is binding for 12 months with automatic renewal unless notice is given at least 30 days prior to expiration.

**6. Domain Registration and Renewal.** FVC will provide one (1) year's domain registration on all new WebMedley purchases. FVC will be the billing, technical, and administrative contact for these accounts. FVC will bill Customer annually at \$15.00 per year for the renewal. This charge is in addition to the normal subscription cost for WebMedley. Renewal will occur automatically unless FVC is otherwise notified by Customer not to renew at least 30 days prior to expiration date. If Customer already owns a domain and wants to remain the administrative contact and/or billing contact for that domain, Customer is then personally responsible for renewing the domain and paying all associated charges directly to the domain registrar. If Customer already owns a domain and chooses to retain ownership and renewal responsibility of its domain, a \$15.00 credit will be applied towards the WebMedley setup fee. If Customer wishes to transfer responsibility of renewal to FVC, Customer will need to transfer its domain to FVC's registrar of choice. FVC will assist in transferring Customer's domain to FVC's registrar of choice and pointing it to FVC's name servers, but the \$15.00 credit to the WebMedley set up fee will not be given. Once managed by FVC, renewal of the domain will be governed using the same method for a new domain registration, outlined above.

**7. Cancellations.** Customer may cancel its use of WebMedley by providing at least 30 days notice to FVC, or FVC may discontinue providing the WebMedley upon nonpayment by Customer. If the Customer wishes to cancel and holds a credit, all credit will be refunded, pro rated based on number of full months paid. There will be no refund for months provided at no charge at the end of the term. Customer represents and warrants that it is authorized to use WebMedley. Any other use by anyone, whether before acceptance of the Web site or after termination or expiration of the Agreement, constitutes theft, and FVC reserves the right to seek all legal remedies available and, without limiting the foregoing, reserves the right to seek appropriate criminal sanctions.

**8. Confidentiality.** The terms and conditions of the Agreement are confidential and may not be disclosed by FVC or Customer to any third parties except to their professional advisors, or except as otherwise required by law. Neither Party shall make any public announcement regarding the existence or content of the Agreement without the other Party's prior written approval and consent.

**9. Representations of Customer.** Customer hereby represents and warrants to FVC that (i) the content of the Customer's Web site is owned or licensed by Customer, (ii) Customer holds all rights material to the Agreement throughout the world, (iii) the existence, storage, distribution, and display of the Web site by FVC, and FVC's exercise of any other rights granted by Customer herein, will not violate or infringe any right of privacy, personality or publicity, any trade secrets, patents, copyrights, trademarks, know-how, or moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, or any other right of any third party, or result in any tort, injury, damage or harm to any person, (iv) the Web site and content as provided by Customer do not contain or link to any libelous, defamatory, obscene or slanderous material, or other material which is unlawful, fraudulent, harassing, threatening, abusive, offensive, threatening, libelous, or which invades the privacy of others or encourages conduct that would constitute a criminal offense or give rise to civil liability, and (v) Customer has the worldwide right to license to FVC the right to encode, store, transmit, perform, retransmit, duplicate, and publicly distribute the Web site and content on the Internet and all other rights as provided herein. It is understood and agreed that FVC does not intend and will not be required to edit or review for accuracy or appropriateness any content or Materials. FVC has the right, but not the obligation, in its sole judgment and discretion, to review Customer's Web site for any content, which is in violation of these Terms & Conditions.

**10. Indemnification.** Customer, at its own expense, will indemnify, defend and hold harmless FVC, its affiliates and subsidiaries, and their employees, representatives, agents and affiliates from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, including without limitation, the costs, expenses, attorneys fees and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation, caused by, relating to, based upon, arising out of or in connection with (i) any breach by Customer of this Agreement or of the representations, warranties or agreements made by it under the

Agreement, (ii) the transmission, retransmission, distribution or broadcast of the Web site by FVC or its affiliates or subsidiaries, or (iii) any other claim asserted by any third party with respect to the Web site, or the transactions contemplated by this Agreement.

**11. Limitations of Liability.** In the event FVC fails to publish a Web site in accordance with the Agreement or any other failure, technical or otherwise, of such Web site to appear as provided in the Agreement, the sole liability of FVC to Customer shall be limited to, at FVC's sole discretion, a pro rata refund of the Fee representing unperformed services. In no event shall FVC be responsible for any consequential, special, punitive or other damages, including, without limitation, lost revenue or profits, in any way arising out of or related to the Agreement, even if FVC has been advised of the possibility of such damages. Without limiting the foregoing, FVC shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, strikes whether legal or illegal, labor or material shortage, transportation interruption, work slowdown, or any other condition beyond the control of FVC affecting production or delivery in any manner.

**12. Servers and Security.** Customer shall not, nor shall Customer permit or assist others to violate, or attempt to violate, the security of FVC's server and host network, FVC's customers' networks, networks connected to the Internet, any hosts connected to those networks, or access illegally, attempt to access, with or without authorization computers, accounts, or networks belonging to another party, including, but not limited to, flooding of networks, attempts to crash hosts, and denial-of-service attacks.

**13. Actions and Remedies.** FVC may be required by law to remove or block access to Customer's Web site or specific content on Customer's Web site upon receipt of an appropriate notice of copyright infringement, upon its own discovery or initiative, or upon another customer or third party complaint, in accordance with Section 512 of the Digital Millennium Copyright Act, 17 U.S.C. 512.

**14. Construction.** No conditions other than those set forth in this Agreement shall be binding on FVC unless expressly agreed to in writing by FVC.

**15. Assignment; Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns; however, Customer may not assign this Agreement without the consent of FVC.

**16. Survival.** All representations, warranties, indemnifications, and obligations that expressly or by their nature survive termination of this Agreement shall survive any termination of this Agreement and shall continue in full force and effect subsequent to and notwithstanding such termination.

**17. No Third Party Beneficiary.** This Agreement does not contemplate, and FVC and Customer do not intend the creation of any third party beneficiary rights in and to this Agreement, and no third parties shall have any rights hereunder.

**18. Miscellaneous.** The Agreement (i) shall be governed by and construed in accordance with the laws of the State of Kentucky, without giving effect to principles of conflicts of law; and (ii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. Both parties consent to jurisdiction of the Courts of the State of Kentucky with respect to any legal proceeding arising in connection with the Agreement.

In the event that that any dispute arises under this Agreement, the substantially prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party. The Parties acknowledge that this Agreement is unique in character, and that in the event of breach by either of them, equitable relief may be an appropriate means of enforcing the terms of this Agreement. No waiver of any duty, obligation, breach or performance under this Agreement shall be construed as a waiver of any other duty, obligation, breach or performance under this Agreement, whether occurring prior to, concurrent with, or subsequent to, the occurrence of any such waiver. In the event that any court, agency or other authority deems any provision of this Agreement to be invalid or unenforceable, any such provision shall be deemed to have been severed from the remainder of this Agreement, and the remainder of this Agreement shall remain in full force and effect.