

YourWebPro.com Terms of Service and Conditions for YourWebPro Software and Services

The YourWebPro.com Terms of Service for YourWebPro Software and Services (“Agreement”) is between YourWebPro.com (“YourWebPro”) and you, your heirs, agents, successors and assigns (“You” or “you” or “Your” or “your”) and is made effective at the time of use of YourWebPro. This Agreement sets forth the terms and conditions of your use of YourWebPro software (“Software”) and subscription service (“Services”) and explains YourWebPro’s obligations to You and your obligations to YourWebPro in relation to the Software and Services You use and/or purchase.

This Agreement as well as any additional YourWebPro policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and YourWebPro concerning your use of YourWebPro’s Software and Services, and supersede and govern all prior proposals, agreements, or other communications. By using or purchasing YourWebPro’s Software or Services, You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which YourWebPro may establish from time to time, and any agreements that YourWebPro is currently bound by or will be bound by in the future.

1. Modifications: You agree that that YourWebPro may modify this Agreement and the Services from time to time. You agree to be bound by any changes YourWebPro may reasonably make to this Agreement. You are responsible for regularly reviewing the Terms of Use. Continued use of YourWebPro services after any such changes constitutes your consent to such changes.

2. Accurate Information: You agree to maintain accurate information by providing updates to YourWebPro, as needed.

3. No Unlawful Conduct or Improper Use: As a condition of your use of YourWebPro’s Software and Services, you agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and you agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree not be entitled to a refund of any fees paid to YourWebPro if, for any reason, YourWebPro takes corrective action with respect to your improper or illegal use of its Services.

YourWebPro is under no obligation to view and or review your website or your activities to monitor unlawful conduct or improper use. YourWebPro does not assume any responsibility to review clients’ websites for illegal, improper, or inaccurate content or activity.

4. Fees and Payments:

4.1: Service Fee: As consideration for the subscription and authority to use Software or Services purchased by you and provided to you by YourWebPro, You agree to pay YourWebPro at the time of order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. You agree not to conduct any chargeback for Software or Services provided by YourWebPro.

In addition, Client shall reimburse YourWebPro, within thirty (30) days of being billed, for any out-of-pocket costs incurred by YourWebPro in rendering the Services (the ‘Miscellaneous Costs’), including, without limitation: (i) the costs of maintaining the domain name for the Client Website; the Client will automatically be charged (and be obligated to reimburse YourWebPro) for the costs of renewing and maintaining the domain name registration and (ii) if applicable, the costs of providing e-commerce features, customer support services and other solutions.

Terms and Conditions (continued):

4.2 Billing and Contact Information: You agree to provide YourWebPro with current and accurate billing and contact information and shall promptly notify YourWebPro of any change in such information. If the billing or contact information provided by you is incorrect or incomplete or becomes outdated, YourWebPro shall have the right to immediately suspend your services and access to your software and services without any liability to you, until current and correct billing and contact information is provided.

4.3 Timely Payment: You Agree that: (i) timely payment of the Service Fee for each billing period is essential to the continuation of your software and services; (ii) Failure to pay the Service Fee on time for a given billing period shall entitle YourWebPro to immediately suspend your software and services without any liability to you,; and (iii) if your account is delinquent for thirty (30) days or more, then in addition to its other rights and remedies, YourWebPro shall have the right to terminate this Agreement with immediate effect upon notice to you, upon which YourWebPro will, without any liability to you, cease all of the Services, permanently deactivate and terminate your access, and permanently delete your account including any and all material furnished by you.

5. LIMITATION OF LIABILITY: THE SERVICES AND THE ASSOCIATED SOFTWARE (IF ANY) ARE BEING PROVIDED AND/OR LICENSED "AS IS" AND YOURWEBPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED OR AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, YOURWEBPRO EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR THE ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SERVICES OR OPERATION OF THE ASSOCIATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL YOURWEBPRO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICES OR SOFTWARE, INCLUDING AN INVALID TRANSFER, DENIAL OF A TRANSFER, CHANGE OF ACCOUNT, OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF YOURWEBPRO IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOURWEBPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED OR AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, YOURWEBPRO EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR THE ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SERVICES OR OPERATION OF THE ASSOCIATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

6. Indemnification: You agree to defend, indemnify and hold harmless YourWebPro and its contractors, agents, employees, officers, directors, lawyers, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to your (including your agents affiliates, or anyone using your account, Software or Services with YourWebPro whether or not on your behalf, and whether or not with your permission) use of the Software or Services You purchased from YourWebPro or your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold YourWebPro harmless from any loss, liability, damages or expense, including reasonable attorneys' fees,

Terms and Conditions (continued):

arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by you, or any allegation that your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of you elsewhere. Should YourWebPro be notified of a pending law suit or receive notice of the filing of a law suit, YourWebPro may seek a written confirmation from you concerning your obligation to indemnify YourWebPro. your failure to provide such a confirmation may be considered a breach of this Agreement. You agree that YourWebPro shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify YourWebPro of any such claim promptly in writing and to allow YourWebPro to control the proceedings. You agree to cooperate fully with YourWebPro during such proceedings.

You agree you will not be entitled to a refund of any fees paid to YourWebPro if, for any reason, YourWebPro takes corrective action with respect to your improper or illegal use of its Services. You also agree that if YourWebPro is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding an account of yours with YourWebPro, that YourWebPro, in its sole discretion, may take whatever action YourWebPro deems necessary regarding further modification, assignment of and/or control of your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

7. Governing Law, Venue; Waiver of Trial by Jury: This Agreement shall be deemed entered into in the State of Illinois, County of Cook, USA. You agree that the laws and judicial decisions of Cook County Illinois, USA shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the Courts of Cook County, Illinois USA. For the adjudication of disputes concerning the use of any domain name registered with YourWebPro, you agree to submit to jurisdiction and venue in the assigned Court of Illinois, County of Cook, or the U.S. District Court for the Central District of Illinois, located in Chicago, Cook County, Illinois.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

8. Severability: You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

9. Force Majeure: YourWebPro will make every effort to keep its website, your website, your electronic eMail account(s), Software and all other Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in service interruptions. You agree not to hold YourWebPro liable for any of the consequences of such interruptions.

10. Third Party Content: Third party content may appear on YourWebPro or may be accessible via links. YourWebPro is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third-party content appearing on YourWebPro.

Terms and Conditions (continued):

11. Advertisers: YourWebPro may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on YourWebPro is accurate and complies with applicable laws. YourWebPro will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials.

12. Registration: Certain sections of YourWebPro require you to register. If registration is requested, you agree to provide YourWebPro with accurate, complete registration information. It is your responsibility to update your information and inform YourWebPro of any changes to that information.

13. Copyright / Proprietary Rights:

13.1 Copyright: YourWebPro's text, logos, designs, videos, images (print or digital) to market YourWebPro Services and Software is proprietary.

13.2 Proprietary Rights: You agree for access to and use of YourWebPro's Services, and you are not granted a license to any software by this Agreement. You acknowledge that you have no proprietary interest in the Services, including, but not limited to, the servers, software, or data used by us in the provision of the Services. All right, title and ownership to the Services, the Refined Data, or any software (both in object code and source code format), hardware or know-how which we license or develop to provide the Services is owned exclusively by us or our licensors (if any). We retain all ownership rights in the Refined Data and the Services. You may only use the Refined Data in connection with your use of the Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Services or the Refined Data in whole or in part, by any means, except as expressly authorized in writing by us. In addition, you agree not to, and to not cause, permit allow or facilitate others (directly or indirectly) to, modify, copy, or reverse engineer the Services or any part thereof. YourWebPro, the YourWebPro logo, and other marks that we use from time to time are our trademarks. The appearance, layout, color scheme, and design of the Site are protected trade dress. You may not use any of these without our prior written permission. We encourage all customers to comment on the Services and provide suggestions for improving it. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Services, without payment or attribution to you.

14. Service Access: Access to our proprietary Content Management System is limited to our personnel only. No user interface is available and access by any third party is restricted. No Exceptions.

15. Termination of Services/Transfer of Content: Pursuant to the above statement, should you decide you require "back-end" access, we will promptly convert your files and images to an electronic, transportable, "zip" file. You can then direct your new developer / programmer to begin the process of rebuilding the website on his / her own hosting platform. Once your files are received, we will discontinue servicing your account within 48 hours or as otherwise agreed.

** YourWebPro utilizes proprietary and advanced design and programming techniques. It is your responsibility to determine the capability of your new developer / programmer and his / her ability to replicate your website to its original form.*

16. Hours of Operation: Friday 8:00 AM – 5:00 PM (Cent) at (847) 884-7400 ext. 300. Or after hours: support@yourwebpro.com

Terms and Conditions (continued):

17. Modification/Addition of Content: During the early design process, narrative, images and other elements are taken directly from the respective products' website and used universally by any contractor utilizing those brands. Standard narrative and stock images associated with each section have been set up with links as necessary to be informative to your customer. Any or all may be replaced with yours at your discretion and request.

Most modification requests are processed the same business day and no longer than 2 business days, or as otherwise agreed. Emergencies are processed as fast as conditions allow. Additions are processed as agreed, pursuant to the numbered statements below.

17.1 Modification: All product catalogs, sections and related pages are completely modifiable; plus, any section can be deactivated, or any new section not listed can be added.

Sections/pages added utilizing content, images and links provided by you are included with monthly maintenance.

17.2 Addition: Sections/pages added utilizing content, images and links not provided by you are not included with monthly maintenance but will be created and priced at time of request.

***Timetable for development of content, narrative, images, and links will be determined at time of your request. We will make every effort to process your request and develop the new section as quickly as possible.*

1. Creation and programming of entirely new brand name product lines will be set up as a 'staging' area for your review and approval prior to inclusion on your website.
2. Advanced programming, IE special forms, privacy areas or any other special request(s) will be 'staged' for your review and approval.
3. Costs for the above services will be determined once approval of the staging area is received, but there will be no obligation to accept estimate or completed work product.

18. Marketing/SEO:

18.1 Research/Staging & Expected Results: The YourWebPro SEO team conducts keyword research based on your service area and utilizes proven SEO strategies to present a comprehensive online marketing plan. After research is completed, you will be presented with your recommended SEO/Marketing plan that has been designed to achieve the best possible rankings and potential lead results. On average optimum results presented in your plan by your account manager vary between 3-6 months but can take up to 12 months to achieve desired results. You are responsible for choosing a plan that fits within your advertising budget.

***While Your Web Pro utilizes proven SEO and Marketing best practices to obtain the highest and best possible search engine ranking/listings, we do not guarantee any listing will result in a phone call or contact nor do we guarantee any phone call or contact will result in a sale. Your Web Pro recommends all clients utilize a combination of marketing techniques both on and off line to achieve the best lead/sales results.*

18.2 Modification/Addition of Content:

Modification: All keywords up to max included in your current plan, custom programming, related pages and social media are completely modifiable and included in your plan pricing.

Terms and Conditions (continued):

Addition: Keywords, custom programming, additional pages or social media content added which exceed maximums and not included in your plan, will be researched and priced at time of request.

18.3 Monthly Account Review: Your dedicated account manager will reach out during the 1st week of each month to provide you a comprehensive review of the last months activity. Should you not be available your account manager will try reaching you at least two times before emailing you a copy of your monthly report. Your account manager is available during regular hours of operation to answer any questions you may have regarding your monthly report.

18.4 Hours of Operation: Friday 8:00 AM – 5:00 PM (Cent) at (847) 884-7400 ext. 105

18.5 Billing and Payments: A setup fee equivalent to first month's bill is assessed at the time of startup. Thereafter, monthly service will be billed on the 1st of each month. SEO Marketing/Advertising fees such as Google AdWords, Pay-per-Click and Social Media boosting that are prepaid monthly by YourWebPro are nonrefundable. You are responsible for ensuring your payment and contact information is up to date. Any delay of payment exceeding 20 days will be subject to a suspension of services as outlined in Terms of Service, Section 4, Fees & Payments.

18.6 Termination of Services: A 30-day notice is required before terminating SEO/Marketing services, due to the hard costs associated with fees such as Google advertisements and/or Social Media boosting.

19. Professional Email Services: Professional domain-based email services are offered with our monthly, quarterly or annual hosting to include: Five (5) eMail addresses and unlimited aliases. Additional email addresses are \$3.99 per address. Upon termination of services, deleted email accounts are archived temporarily and may be recoverable for a period of 7-14 days after account deletion.

Terms and Conditions (continued):

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