



Email Marketing Terms and Conditions

All services provided by WebPuzzleMaster, LLC thereafter referred to as WebPuzzleMaster, may be used for lawful purposes only. The client is defined as the subscriber who is using email marketing software provided by WebPuzzleMaster. The client is bound by all the following terms and conditions:

Spamming:

Spamming, or the sending of unsolicited email, using an email address, URL that is maintained on a WebPuzzleMaster machine, or directing traffic to a webpage that contains any reference to WebPuzzleMaster is STRICTLY prohibited. WebPuzzleMaster will be the sole arbiter as to what constitutes a violation of this provision. This action WILL RESULT in immediate termination of your account without refund. Any service interruptions as a result of clients spamming will be billed to the client at \$50.00 per hour until service is restored. Client will also be in violation of the WebPuzzleMaster Service Agreement and subject to legal action.

Content:

Transmission or storage of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute. The client agrees to indemnify and hold harmless WebPuzzleMaster from any claims resulting from the use of the service which damages the client or any other parties.

Customers are prohibited from transmitting on or through any of WebPuzzleMaster' services, any material that is, in WebPuzzleMaster' sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. This includes Pornography and sex-related merchandising. WebPuzzleMaster will be the sole arbiter as to what constitutes a violation of this provision.

Confidentiality:

WebPuzzleMaster exercises no control whatsoever over the content of the information passing through WebPuzzleMaster. All leads (email addresses) generated by client are held strictly confidential. The leads are never released to any other parties for any purpose. The lead information is only used on WebPuzzleMaster' servers to deliver the follow up messages designated by the client.

Importing Lists:

Importing or in any way using purchased leads with a WebPuzzleMaster account is strictly prohibited. **If you paid money or in any way purchased a group of pre-existing leads, these may not be used with WebPuzzleMaster.** This includes co-registration services, "safe lists" or any type of free leads given to you. **Only people that have specifically requested information directly from you may be emailed thru WebPuzzleMaster.** Lists that may be imported include the client's customer lists and lists obtained from inquiry forms at an event or on the client's website in which the prospect

WebPuzzleMaster, LLC

RUTH KUTTLE R Director of Operations

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has personally agreed to receive information by email from your company (written documentation as proof must be kept on file in the event of a dispute).

Batching and Scripting:

Batching or in any way trying to script the addition of new clients to the web form subscribe methods is strictly forbidden. **A script must not be used to auto submit a web form client on behalf of a website visitor.** The visitor who desires to subscribe to your list must be the one to activate that subscription process.

Fees:

Number of emails per month sent	Price - Per Month
1,000	\$25
1,001 - 5,000	\$50
5,001 - 10,000	\$75
10,001 - 50,000	\$100
50,001 - 100,000	\$200
100,001 - 500,000	\$400
500,001 - 1,000,000	\$600
1,000,000 request a quote	

WebPuzzleMaster reserves the right to change rates by notifying the client 15 days in advance of the effective date of the change.

Payment Terms:

Full service set up fees in the amount of \$495 are due in full when services are purchased. This fee includes design of the client's template, autoresponder for the subscribe form, help with integration of form(s) on the client's website, assistance with introductory copy and training on use of the system. The client may opt out of a full service set up and elect to have a basic set up at the cost of \$100. The basic set up includes access to the system where they may upload their own templates and make use of all the features and functions without any training or set up support.

Monthly payments based on email usage are billed to the client's credit card or debited by eCheck according to the client's preference. **If payment is by credit card, the client authorizes WebPuzzleMaster to charge the credit card or checking account listed on the subscription form for monthly charges.** All payments charged on or shortly after the first of each month by WebPuzzleMaster. All payments must be in US dollars and from a US bank. The client is responsible for providing up-to-date payment information. WebPuzzleMaster will not be held responsible should the client's payment information become out-of-date. In the event that a payment is declined, WebPuzzleMaster will contact the client and provide a maximum of 5 business days to provide a valid card where charges are approved. If a valid card is not obtained within that period, WebPuzzleMaster will discontinue service. After the first time that a card is declined, WebPuzzleMaster will impose a \$25 fee for administrative expenses in obtaining a valid card from the client.

Interruption in service due to declined payment from the credit card or eCheck payment information on file, does not relieve the client from the obligation to pay the monthly charge. Only a written request to terminate your service relieves the client of his or her obligation to pay the monthly account charge. Accounts in default are subject to a late payment charge of \$25 and an interest charge of 1.5% per month on the outstanding balance. If the client's state law does not allow an interest rate of 1.5% per

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month, the maximum allowable rate for the client's state will be charged. If the client defaults, the client agrees to pay WebPuzzleMaster its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

All files, information and mail under the account will be preserved for 20 days from the date the payment is due. If the payment is not received after 20 days, all files, information and mail under the account will be deleted. If the client wishes to use the service again, the client must re-apply as a new client. Restoration of service will include a \$100 restoration fee in addition to all fees to make that account current.

Change in Service:

Monthly fees are based on the number of emails sent. This is based on the package that the client selects. This includes all emails sent from the system including scheduled mailers and autoresponders. Should the client exceed the number of emails within his or her selected program within the month (with no prior request to upgrade), he or she will be billed for the appropriate package of use plus a service fee of \$15. The client can upgrade his or her package at any time at no additional charge. There is a \$15 charge to downgrade service.

Account Data:

The client agrees that WebPuzzleMaster has the right to delete all data, files or other information that is stored in the client's account if the client's account with the company is terminated, for any reason, by either WebPuzzleMaster or the client.

Use of the Software:

System accounts can not be transferred or used by anyone other than the client or the client's representative who is acting with permission in the client's behalf. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation.

Service Suspension:

WebPuzzleMaster shall have the right to suspend service to the client at any time, and for any reason, without notice. If such a suspension is to last for more than 20 days, the client will be notified as to the reason.

Cancellation of Service:

The client may cancel their services with WebPuzzleMaster for any reason after providing a 30-day written notice. Client name and account information must be included in the cancellation request. Cancellation will take effect only when the receipt of the cancellation request is confirmed by WebPuzzleMaster. No refunds will be issued for services performed up to the 30 day post cancellation notice.

Warranties and Liabilities:

WebPuzzleMaster makes no warranties of any kind, whether expressed or implied, for the service it is providing. WebPuzzleMaster also disclaims any warranty of merchantability or fitness for a particular purpose. WebPuzzleMaster will not be responsible for any damage suffered. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by WebPuzzleMaster's negligence or the client's errors or omissions. Use of any information obtained via WebPuzzleMaster is at your own risk. WebPuzzleMaster specifically denies any responsibility for the accuracy or quality of information obtained through its services.

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LIMITED LIABILITY. ANY LIABILITY OF THE COMPANY, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF THE CLIENT TO THE COMPANY FOR THE CURRENT MONTH.

Should any provision of this agreement be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this agreement shall remain unaffected thereby unless otherwise stated.

This agreement shall be governed by the laws of the State of Florida and the United States. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of WebPuzzleMaster service constitutes acceptance of these Terms and Conditions.

Acceptance and Agreement

By signing your name below, you indicate that you accept all of the terms and conditions contained within this document.

Payment Terms

One time fees are paid up front in full. Monthly fees are billed to your credit card or debited from your checking account at the beginning of each month.

Setup Fee

- Basic Set Up \$100
- Full Set Up \$495

Full set up includes one newsletter form creation and integration into your website, html initial confirmation page, html final confirmation page, html duplicate email page, custom design of one template for single messages and one for newsletters and initial training on use of the system. Additional integration fees will apply when integration is for websites not hosted on WebPuzzlemaster.com

Monthly Fees (Select One)

Monthly Emails	Price - Per Month	Select One (check)
1,000	\$25	
1,001 - 5,000	\$50	
5,001 - 10,000	\$75	
10,001 - 50,000	\$100	
50,001 - 100,000	\$200	
100,001 - 500,000	\$400	
500,001 - 1,000,000	\$600	

1,000,000 request a quote

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Apply by initialing all pages and sign and date below. Fax or mail completed agreement.

Accepted:

By: _____

Authorized Representative (Print)

Signature: _____

Date: _____

WebPuzzleMaster.com

Ruth Kuttler, WebPuzzleMaster, LLC

Signature: _____

Date: _____

Last updated on 11/24/2009

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