

Brimhall Wellness Website SERVICE ORDER

4824 E. Baseline Rd. #133 | Gilbert, AZ 85206 | phone: (866) 338-4883 | fax: (480) 696-7037

Dr's Name: _____ Billing Address: _____
Clinic Name: _____ City/State/Zip: _____
Clinic Address: _____ Card Billing: ☐ Business ☐ Home ☐ Other _____
City/State/Zip: _____ Home Phone: _____
Clinic Phone: _____ Cell Phone: _____
Clinic Fax: _____ Contact E-Mail: _____
2nd Contact E-Mail: _____

Website Details

1) Check one: ☐ Buy new domain ☐ Have existing domain ☐ Have existing domain, but will buy additional domain(s)

2) Domain Name(s): *Note: There is a \$15.00 per year charge for new additional domain names)

Default Domain Name	Additional Domain Name*	Additional Domain Name*
Domain Name:		
Registrar:		
Username:		
Password:		

No Set up Fee

Check one	Terms:	Regular	Seminar	Certified Docs	Total Set-up Fee
<input type="checkbox"/>	12 months	No Fee	No Fee	No Fee	
<input type="checkbox"/>	24 months	No Fee	No Fee	No Fee	
<input type="checkbox"/>	36 months	No Fee	No Fee	No Fee	

Basic Website

\$85/mo.

INCLUDED IN ALL PACKAGES:

5 Company Emails

Ensure consistent branding with professional email addresses (yourname@yourpractice.com) to be used by your staff.

Over 75 Pages of Written Content

Your website is preloaded with engaging content and resources. Edit or add to the content as you see fit - it's your website to customize.

Unlimited Customer Support

Enjoy unlimited access to our customer support team for the lifetime of your subscription.

Complete Customization of Design, Colors, Layout, Flash, & Font

We give you the tools to make your chiropractic website your own.

Unlimited Pages, Pictures, Videos, and Content

There is no limit to the number of pages or content you can have on your website, and there never will be.

Complimentary Mobile Website

Reach on-the-go patients with a professionally designed mobile website.

Appointment Request Tool

Receive instant notifications when a patient schedules an online appointment with your practice.

Color Scheme

Please see <http://demo.brimhallwebsite.com> for color scheme options: Template Number: _____

Service Terms & Billing

Payment Method: ☐ MC ☐ Visa ☐ AmEx ☐ Discover

Credit Card #:

Expiration:

Code:

Upon signing below, you agree to comply with the terms of this Service Order and the following Service Terms ("Agreement"). Domain Name registration, transfer and setup fees are due immediately; monthly service fees begin upon posting the website online. Delay in personalizing the web site, transferring a domain name, or selecting or providing domain name registration information does not relieve you from the responsibility of paying the monthly fees. All fees are nonrefundable.

Authorization Signature

Date

Service Terms & Billing Information

The Service Order and the Service Terms below comprise the entire agreement (the "Agreement") between you ("Client") and Brimhall Wellness Websites, a division of Health Path Products, LLC ("Brimhall Wellness") for a web site (the "Client Web Site") and web site services.

Setup Fees ~ Client Web Site setup fees are based upon the selected service term (the "Term"), are due immediately, and are non-refundable.

Monthly Web Site Service Fees ~ The monthly service fees cover Client Web Site hosting, content licensing, software licensing, customer, technical and email support (up to 1 hour a month), and are payable on the first day of each month during the Agreement Term. Monthly fees are subject to change at each renewal Term as determined by Brimhall Wellness. Additional customer, technical and email support is available for an additional fee on an hourly basis.

Billing ~ Setup fees are due immediately. Monthly billing begins as soon as your account has been setup and posted online. It is your responsibility to ensure that the credit card on file is current. A late fee of \$25 will apply to declined transactions that are not settled within 30 business days of email notice.

Deactivation ~ Brimhall Wellness reserves the right to deactivate and remove from access through the Internet any web site if payments due under this Agreement are more than ten (10) days late.

Domains ~ At Client's request, Brimhall Wellness will use its best efforts to register a primary domain name and one or more alternative domain names on behalf of Client for use with the Client Web Site (the "Domain Names"). Brimhall Wellness agrees to use reasonable efforts to register, maintain, and renew the Domain Names at a cost of \$25 per year, to be billed to and paid by Client. Client agrees to notify Brimhall Wellness in advance of any known trademark or cybersquatting issues that would limit Client's right to register or use the Domain Names selected. It is recommended that Client conduct a trademark clearance search in order to ensure that the registration and use of the Domain Names by Client will not constitute trademark infringement or cybersquatting under the Anti-Cybersquatting Consumer Protection Act. Brimhall Wellness makes no representations or warranties concerning the availability of any Domain Names for use with the Client Web Site. In the event of a third-party dispute concerning the registration or use of the Domain Names with the Client Web Site, Brimhall Wellness may resolve such dispute in its sole and absolute discretion, including, but not limited to, resolution through the transfer of the Domain Name(s) to the third party. Upon termination of this Agreement, Brimhall Wellness shall have no further responsibility or obligations with respect to the Domain Name(s) and agrees to take reasonable steps to assist Client with the transfer of the Domain Name(s) to Client's control, with all transfer or registration costs to be borne by Client.

In order to properly manage any existing domain names, they must be transferred to the designated Brimhall Wellness Domain Registrar account. New domain name registrations, domain name transfers, and domain name renewals are charged at the rate of \$20 per domain name, per year. Client is responsible for all domain name registration, transfer and renewal fees.

Supplied Content ~ Text information, pictures, images, graphics, video, audio and all other information supplied by Client for publication on the Client Web Site (the "Supplied Content") must be Client's original works or Client must have appropriate licenses or authorization from the rightful owner.

- **Delivery of Client Content.** Client shall deliver all Supplied Content that Client desires to have appear on the Client Web Site, including any advertisements or other third-party material, to Brimhall Wellness in electronic format on CD-ROM, disk, or by email, as the parties may agree.

- **Updates.** Brimhall Wellness agrees to make periodic updates and changes to the Client Web Site to incorporate new Supplied Content or revisions as requested by Client. Brimhall Wellness reserves the right to refuse modification requests that Brimhall Wellness believes will require more than one hour of time to complete. Brimhall Wellness agrees to notify Client if any requested modifications or updates will exceed one hour of web master time and provide Client with an estimated cost for making the requested changes.

- **Ownership and License.** To the extent Client supplies Brimhall Wellness with any text, pictures, sound, graphics, advertisements, video and other data for use on the Client Web Site, Brimhall Wellness acknowledges and agrees that the Client Supplied Content is, and shall remain, the property of Client *except* that Client grants Brimhall Wellness a personal, non-exclusive, non-transferable, royalty-free worldwide license, during the Term and solely in the course of Brimhall Wellness' performance of its obligations under the Agreement, to use, publicly display, reproduce, modify, distribute and publicly perform, as applicable, the Supplied Content in connection with performing this Agreement.

- **Representations and Warranties.** Client represents and warrants that the Supplied Content and any Domain Names used in connection with the Client Web Site shall not: (a) infringe on the intellectual property rights, privacy right or publicity right of any third party; (b) violate any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing unfair competition, antidiscrimination and false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornography or indecent; or (e) contain any viruses, or other computer programming routines that are intended to damage or interfere with any system, data or personal information.

- **Indemnification.** Client shall indemnify, defend and hold harmless Brimhall Wellness, any third-party service provider, and their affiliates, respective officers, directors, employees, agents, successors and permitted assigns thereof from and against any and all damages, liability, losses, costs (including taxes) and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation and settlement) arising out of, or in connection with claims by third parties related to the Supplied Content or the material breach of the representations and warranties made regarding the Supplied Content.

Term / Renewal / Termination ~ This Agreement is effective for specified Term, and is automatically renewed at the end of the Term for successive one-year periods, unless Client terminates the Agreement by giving written notice to Brimhall Wellness at least 30 days before the expiration of the current Term. Earlier termination requires at least thirty (30) days prior written notice before the start of the next billing cycle. Client agrees to pay, and authorizes Brimhall Wellness to charge to the credit card on file, the following early termination fees based upon the number of months remaining in the then-current Agreement Term:

Months Remaining in Term	Termination Fee
4 – 6 months	\$150.00
7 – 12 months	\$250.00
13 – 24 months	\$350.00
25 – 36 months	\$500.00

Brimhall Wellness shall retain possession and control of Client Domain Name(s) and any Supplied Content until all service and termination fees are paid in full.

Monthly Patient Newsletter Emails ~ The newsletters come from various health and wellness sources and are designed by the Brimhall Wellness team. Articles are scheduled by the team for distribution usually four times per month. Brimhall Wellness is not responsible for article or newsletter content, or the frequency or availability of the newsletters. Brimhall shall not be responsible for non-delivery of newsletters or the posting of any content or articles that violate local, state or federal rules or regulations. It is Client's responsibility to review the newsletter and articles to avoid the posting and distribution of any article that contains content that may be inaccurate or violate local, state or federal rules or regulations.

Content Use ~ Client acknowledges and agrees that, with the exception of Supplied Content, the Client Web Site design and programming, including all text, pictures, sound graphics, video, trademarks, logos, navigation tools, and other elements of the Client Web Site created by Brimhall Wellness (the "Brimhall Content") are and shall remain the property of Brimhall Wellness. Nothing in this Agreement should, or shall be, construed as transferring any aspects of the Client Web Site to Client. Brimhall Wellness grants Client a non-exclusive license to use the Brimhall Content on the Client Web Site during the term of this Agreement, with no sublicense rights. This license may be terminated by at any time, without notice.

The Brimhall Content and other information and materials that are made available for the Client Web Site have been created by Brimhall Wellness for informational purposes only. The Brimhall Content is owned by Brimhall Wellness and protected under federal copyright and trademark law. BRIMHALL™, THE SIX STEPS TO WELLNESS™, and the "puzzle design" are trademarks of Brimhall Wellness. You may not use, modify, create derivative works of, copy, distribute, translate, or publicly display the Brimhall Content in any format or manner whatsoever without the prior written consent of Brimhall Wellness. Violations of any Brimhall Wellness copyright or trademark will result in the immediately termination of this Agreement and the imposition of early termination fees. Brimhall Wellness may also pursue all legal remedies available to it, including, without limitation, injunctive relief, monetary damages, statutory damages, and attorneys' fees.

Disclaimer ~ EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BRIMHALL WELLNESS DOES NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Third-Party Service Provider ~ Client acknowledges and agrees that the Client Web Site shall be physically located on a server that is owned and operated by a third-party service provider and not a server within Brimhall Wellness' physical custody or control. Although Brimhall Wellness shall use reasonable commercial efforts to ensure that the Client Web Site is accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, Brimhall Wellness has no ability to control the third-party service provider and can not be responsible for down-time due to interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, scheduled maintenance, required repairs or modifications, routine backups, or any other loss or interruption of service due to causes beyond the control of Brimhall Wellness.

External Links ~ Brimhall Wellness has no control over the content of sites that make link to or from the Client Web Site. Brimhall Wellness assumes no responsibility if a site that Client chooses to link to has inaccurate data, goes offline, or does not allow links. Brimhall Wellness reserves the right to remove any external links, Supplied Content, or other material that Brimhall Wellness deems, in its sole discretion, to be in violation of any state, federal or local laws or regulations or is immoral, defamatory, invades the privacy of others, or is inappropriate or inconsistent with the purpose of the web site services.

Release ~ You agree to release Brimhall Wellness from any and all liability, claim for damages, cost of defense, claim for loss of business, consequential damages or expense levied against you on account of any design defect, error, omission, negligence, failure to maintain, failure to service, or any other claim you may otherwise have against Brimhall Wellness and its business partners or service providers.

No Assignment ~ This Agreement is binding upon and shall inure to the benefit of the parties, their respective successors and assigns; except that Client may not assign its rights and obligations under this Agreement without the prior written consent of Brimhall Wellness unless the assignee is a successor to all or any substantial part of Client's business relating to this Agreement.

Governing Law/Venue ~ This Agreement shall be governed by and construed according to the laws of the State of Arizona, without regard to its choice of law principles, and any legal proceeding regarding this Agreement or the services provided hereunder shall be resolved exclusively in the federal or state courts located in Maricopa County, Arizona. By entering into this Agreement, Client consents to personal jurisdiction in the State of Arizona for purposes of resolving arising under this Agreement and agrees that venue is appropriate and convenient in the State of Arizona.