



Duncan Multi-Media
P.O. Box 226
Mineola, TX 75773
sales@duncanmultimedia.com
(903) 638-0328

Service Agreement & Contract

We shall provide services to (hereafter referred to as "Client" or "User"):

Client: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
Address: \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

I have already registered these domains: \_\_\_\_\_

Please register these domains for me: \_\_\_\_\_

NONDISCLOSURE - In consideration for the mutual promises by Duncan Multi-Media and the Client, and the execution of this agreement by parties, any information transferred between Duncan Multi-Media and the Client shall not be disclosed outside the parties of this Agreement without the express consent of both parties, or where compelled by operation of law.

LIABILITIES AND INDEMNITY - In no event shall Duncan Multi-Media be liable for incidental, consequential, special or indirect damages, including, without limitation, lost business profits. Additionally, Duncan Multi-Media shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control. Service is provided on an "as is, as available" basis. No warranties, expressed or implied, including but not limited to those of merchantability or fitness for a particular purpose, are made with respect to Duncan Multi-Media or any information or software therein, or services provided by Duncan Multi-Media. This expressly includes any reimbursement for losses of income due to disruption of service by Duncan Multi-Media or its providers. Client agrees to indemnify and hold harmless Duncan Multi-Media and its past, present and future owners, principals, agents and representatives from all claims, demands, costs and expenses arising out of, or related to the providing of services to Client for damages to Client or to third parties, including for Duncan Multi-Media's own or sole negligence, product defect, marketing defect or design defect, Deceptive Trade Practices - Consumer Protection Act violations, breach of contract or warranty, breach of fiduciary duty, or any other conduct or omission which may be a sole, contributing or intervening, actual, proximate or producing cause of damages to any party asserting claims. I have read, understand and agree to the terms of the Liabilities and Indemnity. \_\_\_\_\_ (please read Liabilities and Indemnity Section and initial here.)

INVOICING - For the purposes of site updates, an invoice shall be submitted to the Client accompanied by a brief description of work done. All provisions of this Service Agreement apply to the User's Principal Account and Associate Accounts billed to the Principal Account.

PAYMENT - Payment terms are due upon receipt, unless otherwise specified. Payment is considered past due after 15 days. A \$15 late fee will be applied to all past due invoices. If the Client's account goes unpaid and requires litigation, the Client will be required to pay all court costs and attorneys fees incurred by Duncan Multi-Media. A \$35 fee will be charged on all returned checks. Texas residents will be assessed 8.25% sales tax.

OTHER TERMS - The benefits of or rights conferred by this Service Agreement are non-transferable. User agrees to use the service in a manner consistent with any and all applicable state and federal laws. User agrees to follow the Acceptable Use Policy of any network User connects to. If User is less than 18 years of age, this Service Agreement must be signed by a parent or legal guardian who is responsible for all charges related to use of User's account(s). User is responsible for all of User's account(s) and confidentiality of password(s). We will suspend access or change access to User's account(s) immediately upon notification by User that his/her password has been lost, stolen or otherwise compromised. User is responsible for all costs incurred in connecting to Duncan Multi-Media. Prepayment for periods of 1 year shall be fixed at the published rate current at the time the agreement is made. Month-to-Month users may be prorated to the end of the current month and billed through the next full month. Monthly users shall be initially charged at the current published rate at the time of the prepayment, thereafter monthly users shall be charged at the rate published for at least 20 days prior to the payment becoming due. One year users shall be automatically renewed at the end of their prepaid term to the previous subscription at current rate published on-line. All cancellations must be provided in writing via postal mail. All cancellations are subject to 30 day notice. Any changes received will take effect at Duncan Multi-Media's earliest availability and any additional billing for changes will be due immediately upon completion and/or inception. Duncan Multi-Media reserves the right to suspend access to service for User's account(s) upon an indication of problems including delinquent payments or rejection of any credit card charges or returned checks. Neither Duncan Multi-Media or its information providers are responsible for any damages arising from User's inability to use any services. Duncan Multi-Media reserves the right to change, without notice, the Duncan Multi-Media service, including, but not limited to access procedures, hours of operation, menu structures, commands, documentation and services offered. Duncan Multi-Media is not responsible for User's personal files residing on Duncan Multi-Media. User is responsible for independent backup of their data stored on Duncan Multi-Media. Duncan Multi-Media reserves the right to delete User's personal files after one or both parties terminate this agreement. Duncan Multi-Media reserves the right in its sole discretion to delete any information entered into Duncan Multi-Media by User. Duncan Multi-Media and its authorized representatives shall have the right, but not be obligated, to edit publicly viewable information. User hereby agrees that any material submitted for publication on Duncan Multi-Media through User's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libelous. Duncan Multi-Media, at its sole business judgment, may terminate this Service Agreement immediately or suspend User's access to the service upon any breach of this Service Agreement by User, including, but not limited to, refusal or failure to pay for services provided. The parties expressly agree that this Service Agreement is wholly performable in Wood County, Texas and that in the event of any legal action between the parties based upon or involving this Service Agreement, laws of the state of Texas shall govern the validity of the agreement, the construction of its terms, the interpretation and enforcement of the rights and duties of the parties hereto. The parties further agree that any suit to enforce any provision of this Service Agreement shall be brought only in the appropriate court having jurisdiction of the matter in Wood County, Texas. Duncan Multi-Media may modify these terms and conditions upon notice published on-line via Duncan Multi-Media. User's use of Duncan Multi-Media's services after such notice shall constitute User's acceptance of the modification to this Service Agreement. In addition to the terms of service herein, all users are subject to the terms of service published at www.duncanmultimedia.com. Non-enforcement of any section of this Service Agreement does not constitute consent and Duncan Multi-Media reserves the right to enforce this Service Agreement. If any portion of this Service Agreement is found to be unenforceable or invalid, User's and Duncan Multi-Media's agreement on all other portions shall remain valid.

Client's Initials: \_\_\_\_\_ Date: \_\_\_\_\_



**DUNCAN**  
**MULTI-MEDIA**

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**Account Information**

Authorized Accounts Payable Contact on this account (This person should be able to assist us with billing related questions.):  
If you are paying by credit card, please make sure this is the exact name on the card and the exact billing address the card goes to.

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
Payment Options (check one): \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_ American Express  
Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ CCV Code\*: \_\_\_\_\_

\* On Visa, MasterCard and Discover: Last 3 digits of the number on the back in the signature area. On Amex: number printed on the front of the card above and to the right of the embossed credit card number.

Authorized Technical Contact on this account (This person should be able to assist us with questions relating to your website.):

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Special Instructions / Notes:**

In addition to the terms on this page, both parties agree to to terms and conditions set forth on the Service Agreement and Contract Page and the order or proposal below. This agreement shall be deemed to have been accepted in Hawkins, Texas, and the construction, interpretation, performance, rights and remedies hereunder, shall be governed by the laws of the State of Texas.

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Client \_\_\_\_\_ Date \_\_\_\_\_ Sales Representative \_\_\_\_\_ Date \_\_\_\_\_