

## SWISSMANGO™ TERMS AND CONDITIONS

- **DOMAIN NAME** – One domain name is included in the package price as long as it is purchased by or transferred to SwissMango™'s registrar. Additional domain names can be purchased or transferred from your current registrar at a rate of \$2.00/ month. This fee will be added to the SwissMango™ Package fees.
- **EMAIL ACCOUNTS** – Each package includes up to 10 email accounts hosted at LiquidWeb. As an alternative, email accounts can be hosted on a server of the client's choice as long as MX Records and an A Record or CNAME is provided by the client to point email settings from SwissMango™ to their exchange server. If the emails are kept at a server other than LiquidWeb an additional email domain name will need to be purchased in order for the SwissMango™ system to implement a No Reply address (noreply@domainnamemail.com/org). This will allow the SwissMango™ website to send forms, eNewsletters, RSVP and Shopping Cart confirmations from your website. The additional domain name will be charged to the client at a rate of \$2.00/ month. This amount will be added to the client's SwissMango™ Package monthly fees.

**Email Setup:** SwissMango™ will provide the client with instructions for the setup of email accounts in email clients such as Outlook, and mobile devices such as iPhone, iPad, Android and tablets. However, SwissMango™ is not responsible for setting up the email accounts on clients' computers or mobile devices or guarantees the functionality.

- **LICENSING/HOSTING** – The SwissMango™ content management system is based on SaaS (Software as a Service) technology. SaaS is online software that can be accessed from anywhere as long as you have an internet connection and an internet capable device. Example: computer, tablet, smartphone, etc. To gain access to the software, the client is billed a monthly Licensing fee according to the package that was purchased. Hosting is included in the licensing fee.
- **WARRANTY** – The SwissMango™ warranty will cover defects and errors in the functionality of SwissMango™'s programming.

If programming errors or defects occur, SwissMango™ will repair these errors at no cost to the Client.

This warranty does not cover damages that occur to SwissMango™'s coding or database content or loss of data due to hardware or software failures, including hosting servers and personal computers. These failures may include: viruses, hacking, spamming, unauthorized access to coding or database, acts of God, power failures or surges, failure of third-party software, hard drive failures, software updates that conflict with SwissMango™'s coding, or any other failure that is beyond the control of SwissMango™.

**Hosting Company:** LiquidWeb backs up the system on a daily basis. However, in the event of temporary loss of service or any other failure for any reason, SwissMango™ is not liable for loss of business or goodwill, loss of SwissMango™ system functionality or loss of data, documents and images. Therefore, it is recommended that the client maintains a remote backup system to protect against data loss of any documents and image files uploaded directly by the client.

- **GOOGLE ANALYTICS** – Each client will receive a Google Analytics report on a weekly basis. If the client wants to become a full access user on the Google Analytics account the client will need to provide a Google Gmail account associated with their business or organization. No personal Google accounts should be used to prevent loss of access in the event the person with the access to the account should leave the company/organization.
- **PACKAGE UPGRADES** – Clients can upgrade their package at any time. They will be required to pay the difference in the package setup fee and the monthly payments.
- **MINIMUM TIME COMMITMENT** – There is no minimum time commitment. Clients have the choice to cancel their service at any time after the site has gone live with 30 days' notice. There will be a one month charge after cancellation of services. The same conditions apply if the website has not gone live.
- **SETUP FEE** – The setup fee includes the transfer of content from the client's current website as is. The client must notify SwissMango™ of any pages or content that are not to be included on the new site. Should the content input go over the initially agreed number of hours the client will be required to purchase an additional Support Package.
- **MONTHLY PAYMENTS** – Payments will be made monthly using an Automatic Recurring Billing (ARB) method. Monthly Payments start 30 days from initial payment (not from the date going live). The client will provide a credit card that will be used to charge their monthly payments. If the client's payment is 30 days late, their site will be temporarily taken down until the client is caught up with the payments. Late charges may apply. If the clients' credit card is about to expire he will need to contact SwissMango™ in advance with the new credit card to avoid any lapse in their services.

In the event that no credit card is available, the total amount for the monthly payments would have to be paid in advance on a yearly basis with a check.

- **REFUNDS** – There will be no refunds for the setup fee or monthly fee once the client has signed up. Once a project has been started in any form, SwissMango™ will not provide any refunds.

*Terms and Conditions Are Subject To Change at Any Given Time without Notice at the Discretion of SwissMango™*