



Your Pub Site: A New Concept in Small Press Websites

Maximizing Publisher's ROI

Small Publishers have historically had to hire their own web site design company and have a site custom developed. This process required weeks of development time and thousands of dollars.

YourPubSite.com allows Publishers to get a "publisher centric" site launched in a matter of hours for less than the cost of a book cover design.

YourPubSite.com will provide you:

- Unlimited pages within each site section
- Site sections include:
 - o Home
 - o Sample Content
 - o About the author
 - o Reviews
 - o Purchase
 - o News and Events
 - o Contact
- Link the Purchase pages to PayPal or online retailers like Amazon.com, B&N.com, etc.
- Sell books directly and take payment via Visa, Master Card, AmEx, Discover, PayPal or e-checks
- Professionally designed site just for small publishers
- Personalized URL – publisher registers their own web address
- Fully controllable content from secure admin area
- Ability to change content anytime from any standard web browser
- Multiple designs themes to choose from including free image library
- much more

We have priced our service to allow all publishers to cost effectively launch their own controlled website.

Initial Set Up Fee: \$495 set-up fee

Annual Hosting: \$140/year hosting

We have kept the fees low to allow the small publisher to maximize their investment by selling books directly and capture the most profit dollars from each book sale.



Your Pub Site Registration Form

Company Name Contact Person

Address City State/Province Zip

Email Address

Telephone Fax

Web site domain name

With who is your domain registered? (eg. Go Daddy, Network Solutions, etc.)

| | |
|-------------------|---------------|
| Set Up Fee: | \$495 |
| 1st Year Hosting: | <u>\$140</u> |
| Total | \$ 635 |

Payment Method: Check Credit Card: Visa – MasterCard – Am Exp

Credit Card Number exp. date

Mail or fax this form and payment to:

Jenkins Group Inc, c/o YourPubSite, 1129 Woodmere Ave., Suite B, Traverse City, MI 49686

Fax: 231-933-0448 or call 800.706.4636 x1007 to get started today.

*(Please make checks payable to **Jenkins Group, Inc.** in US dollars.)*

Your Pub Site Terms and Conditions

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| Content | <p>Publisher is responsible for entering all content including images, text, and sounds including any stored in databases associated with the site and any that is available via http or https requests. Jenkins Group will not limit the number of pages.</p> |
| Site Ownership | <p>Jenkins Group owns the site infrastructure and web publishing system including but not limited to the web-based tools allowing Publisher to create and update pages within the site content tree, web server and database software used to make the site content available via the world wide web, design and layout files used to format Publisher's content for display to the public via Publisher's domain name on the world wide web.</p> <p>Publisher has a perpetual use license to use the software and web publishing system that we provide for the purpose of making Publisher's content available via web request as long as publisher remains a client in good standing under this agreement.</p> <p>Publisher explicitly does not own the hardware or software that we use to create the site, the source code, methods, programming techniques, script libraries, nor other development tools that we may employ to program and/or maintain the site.</p> <p>Publisher also does not own the software or hardware used to make Publisher's site available to the world wide web.</p> <p>Publisher is expressly prohibited from obtaining our source files for any purpose. Publisher is prohibited from reverse engineering or otherwise obtaining the code to re-sell to any person, business, or organization, provide to any of our competitors, or publish or make available in any form or through any distribution channel, public or private.</p> <p>Publisher may not access or modify our source code.</p> <p>Publisher is solely responsible for entering and maintaining Publisher's content into the web site, and is solely responsible for the content itself.</p> |
| Portability | <p>Publisher may not port the site to another hosting company in its entirety. Publisher has the right to take Publisher's content and domain name at any time and terminate Publisher's service with Jenkins Group.</p> |
| Refunds | <p>Publisher will receive the unused portion of their annual hosting fee should they decide to terminate the web site service. Setup fee is nonrefundable once the site goes live.</p> |

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| Copyright | Publisher agrees to indemnify and hold Jenkins Group harmless of any and all claims, costs, including reasonable attorney's fees, incurred as a result of any copyright infringement or claimed copyright infringement. Publisher recognizes that because a subject matter does not have to bear a copyright notice to be protected by copyright law, the absence of such notice does not necessarily assure a right to re-publish. |
| Hosting Fees | Hosting fees must be paid on an annual basis at the beginning of each year. All efforts will be made to ensure the hosting fees are competitive with the industry. Should hosting fees increase after Publisher site is launched, Publisher will be notified of increase via email. Publisher agrees to pay annual hosting fees as long as they host their site with www.yourpubsite.com . |
| Hosting Service | Yourpubsite.com utilizes the New Dream Network service to provide its server space and connection to the Internet. As such, yourpubsite.com provides no specific guarantee of site availability or network performance separate from any such guarantees provided by New Dream Network. Periodic temporary network interruptions are a fact of life on the Internet. Yourpubsite.com is not liable for any network outages or interruptions that may limit or prevent access to Publisher's web site content, and is not liable for any loss of business or perceived loss of business or other damage or inconvenience that results from such outages or interruptions. |
| Technical Support | Yourpubsite.com will provide timely response via email to any system bug reports and will provide any required fixes to ensure that the yourpubsite.com system functions properly as described. Yourpubsite.com will also respond via email to Publisher's requests for assistance in understanding how to use the system. Such assistance will be limited to the basic functionality of the content tools. Yourpubsite.com provides no assistance with content development, image file manipulation, domain name selection or registration, or any activity that is not expressly intended to be administered by the content tools built into the yourpubsite.com system. |
| Contact Information | Publisher agrees to keep contact information current. Contact information that must be maintained and current includes Contact Name, Phone Number and Email address. |
| Personal and Economic Rights | The Publisher warrants that the site content does not contain any libelous or scandalous material, or anything that threatens anyone's right to privacy or other personal economic rights. Publisher agrees to indemnify and hold Jenkins Group harmless from any claim, litigation, or costs, including reasonable attorney's fees associated with any third parties claim for violation of the right to privacy, personal or economic rights, libel or slander. |

Litigation/Attorney's Fees In the event that either the Publisher or Jenkins Group are required to initiate litigation, file a court action, or retain an attorney to enforce this contract or its terms, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the contract or its terms.

Separability The provisions of this agreement are separable. If any provision is held to be invalid, it shall not affect the enforceability of any other provision held to be valid under Michigan law.

**Governing Law/
Entire Agreement** The parties hereby acknowledge this agreement shall be governed by Michigan Law and this document represents the entire agreement of the parties and that there are no additional promises, representations, terms or provisions other than those contained herein.

I have read and accept these terms and conditions.

By:
Publisher

Date