

Insurance Agent Website Development Agreement



This website development agreement is between _____, (the “Agent”) and Pics International, Corp. (the “Developer”).

The Agent is in the business of selling insurance. The Developer is engaged in the business of developing and designing websites and the Agent wishes to engage the Developer as an independent contractor for the purpose of designing and hosting the Agent’s website (the “Website”).

The Developer wishes to develop the Website under the terms and conditions set forth below. The parties agree as follows:

- a) **Engagement & Services.** The Agent retains the Developer to provide a website and supplying all tools, equipment and supplies necessary to build a Website that satisfactory and acceptable to the Agent and free of defects; and Developer will remove, replace or correct all or any portion of the Website that is found defective due to Developer error, without additional cost or risk to the Agent.
- b) **Included in this package are 8-16 custom pages, monthly hosting, search engine optimization, Google Analytics, Secure SSL Website, website optimized for mobile use, thirty minutes – 60 minutes of updates per month (depending on service level) free of charge.**
- c) **Agent must show proof that Agent has been active full time in the insurance business for at least 3 years. Due to high demand, Developer does not work with start up agents at this time.**
- d) **Legal Compliance.** The Developer shall perform the Services in accordance with standards prevailing in the Agent’s industry, and in accordance with applicable laws, rules and regulations in the state of Indiana.
- e) **Agent’s Obligations. The Agent shall:**
 - i) **Make the initial deposit of \$ 999 or \$1,499 and (depending on service level) provide credit card authorization for monthly hosting of \$79.00 - \$149 per month (depending on service level).**
 - ii) **Provide developer, within 17 days of the execution of this contract, the items necessary to complete the Website, including but not limited to professional head shot, address, phone, email, logo, biographical information about you and your team that you want on your site. Hosting fees begin 30 days after execution of this agreement. If you have not provided the materials needed to complete your site, you must notify Developer if you want your site live with “under construction” in the fields where you have not provided the needed information or if you want to keep the Website offline until you can provide the required information.**
 - iii) **Submissions.** Agent agrees to provide true, accurate, current and complete information about self and agency and to maintain and promptly update any such information to keep it accurate.
 - iv) **Domain Name.** If your domain name is registered with a third party registrar (Network Solutions, Go Daddy, etc.), it is your responsibility to renew that domain name with them. Failure to renew a domain name with a third party registrar will cause your website to be unavailable. You are responsible for all costs associated with your domain name.
 - v) **Agree to main the site for at least 36 months.** If the agreement is terminated prior to 36 months, the Agent agrees to pay the remaining monthly hosting fee in full. Cancellation must be done in writing and sent to info@picsweb.com . If there are issues with your payment method, it is your responsibility to update it with us. We have the right to deactivate your services if you are 14 days overdue for payment and have not contacted us.
 - vi) **Insurance Carrier Logos.** Agent is responsible to obtain approval for use of all insurance carrier logos. CMS will crawl the Website and you may be in violation of your agent contract if you instruct Developer to use carrier logos without prior approval.
 - vii) **Monthly Maintenance.** Developer may access Website pages for minor maintenance for 48 hour period, which is intended to be done after working hours and on weekends or holidays. Maintenance may be done to update links and make minor changes to a sentence or a paragraph. ½ hour of updates are included, free of charge, each month.

These updates cannot be rolled or accumulated and must be used or lost each month. Maintenance does NOT include replacing all text from a page with all new text, major page reconstruction, new pages, discussion webs, navigation structure changes or major page code changes.

- viii) **Changes.** Major changes and updates to Website will be billed at Developers applicable hourly rate of \$125 per hour.
- ix) **Use of Information.** The information and materials contained on the pages of the Website, and terms, content, products and services described on this Website are subject to change. Unauthorized use of PICS International Website and related systems, including and without limitation, unauthorized entry into our systems, misuses of passwords, or misuse of any content posted on the Website is strictly prohibited.
- x) **Copyright.** All content and graphics on this site are protected by U.S. copyright and international treaties and may not be copied without the express permission of the PICS International Corp., which reserves the rights. Re-use of any of PICS International Corp. content or graphics online for any purpose is strictly prohibited. Do not copy or adapt the HTML or other code that PICS International Corp. creates to generate pages. It is also covered by PICS International Corp. copyright.
- xi) **Theme and Content Licensing.** Agent agrees and understands that the licensed PICS International Corp. Website Themes, and all graphic designs, style templates, icons, HTML code, programming code, and other graphic elements incorporated therein are the exclusive property of PICS International Corp. In addition, PICS International Corp. owns all right, title and interest in and to PICS International Corp. trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of the PICS International Corp. Website Themes. To the extent any trade names, trademarks, or other proprietary marks of third parties ("Third Party Marks") are incorporated into any component of the Website, you agree that such Third Party Marks are the intellectual property of such third parties.
- xii) **Indemnification.** Agent agrees that it shall defend, indemnify, save and hold PICS International Corp. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against PICS International Corp., its agents, its Agents, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Agent, its agents, employees or assigns. Agent agrees to defend, indemnify and hold harmless PICS International Corp. against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with PICS International Corp.; (2) any material supplied by Agent infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to Agents from PICS International Corp. server.
- xiii) **Illegal, Fraudulent or Improper Activity.** Agent will not use Website for any illegal, fraudulent, unauthorized, or improper activity. If Developer suspects that Agent may be engaging in any prohibited use, Agent access to the Website may be suspended or terminated without notice. Also, access may be suspended or terminated if any access device or code has been reported lost or stolen, or you do not follow Developer's security procedures, or when Developer reasonably believes that there is unusual activity on any of your financial accounts with us. Agent agrees to cooperate fully with Developer to investigate any suspected prohibited activity or unauthorized use.
- xiv) **No Disablement.** The Developer warrants that the Website, when delivered or accessed by the Agent, will be free from viruses and will contain no Trojan horse, worm, drop-dead devices, trap doors, time bombs or other software routines or other hardware components that could permit unauthorized access, harm, disrupt or degrade operation of the Website.
- xv) **No Other Warranties.** THIS SITE AND RELATED SERVICES AND ALL INFORMATION AND MATERIALS CONTAINED IN OR AVAILABLE THROUGH THIS SITE ARE PROVIDED "AS IS" OR "AS AVAILABLE". DEVELOPER DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS, AND KEY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. THERE IS NO WARRANTY THAT ANY SERVICE, PRODUCTS, MATERIALS OR OTHER CONTENT AVAILABLE ON OR THROUGH THIS SITE, OR DEVELOPER COMPUTER SYSTEM WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. NO

WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY OR QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATION CONTENT, INFORMATION ACCESS AND ORDER EXECUTION, FREEDOM FROM COMPUTER VIRUS, IS GIVEN BY DEVELOPER IN CONNECTION WITH THIS SITE OR AVAILABLE INFORMATION AND MATERIALS, EVEN IF DEVELOPER HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- xvi) **Electronic Communications.** To the fullest extent permitted by applicable law, this User Agreement and any other agreements, notices, disclosures, messages or alerts, or other communications regarding the Site or any financial service or product with Developer (collectively referred to as "Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within this Site and/or delivered to your e-mail address on record with us. You will print a paper copy of any electronic Communication and retain it for your records. All electronic Communications will be considered to be "in writing," and to have been received and effective upon posting on this Site or dissemination to your email address, whether or not you have retrieved or read the electronic Communication. Developer reserves the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying Developer by a paper writing of your decision to do so. If you revoke your consent to receive Communications electronically, Developer may terminate your right to use the Site or obtain electronically Developer financial services or products (including redeeming any deposit accounts), and you accept sole liability for any early withdrawal penalty, tax or other consequence resulting from an involuntary termination, to the extent permitted by law.
- xvii) **Force Majeure.** A party will not be considered in breach or default because of, and will not be liable to the other party for any delay or failure to perform its obligation under this agreement by reason of fire, earthquake, flood, tornado, explosion, strike, riot, war, terrorism, or similar catastrophic event beyond that party's reasonable control. However, if a Force Majeure event occurs, the affected party shall, as soon as practicable, notify the other party of the event and its impact on performance under this agreement; and use reasonable efforts to resolve any issues resulting from the Force Majeure and perform its obligations under this agreement.
- xviii) **Choice of Law and Forum.** The laws of the state of Indiana shall govern this agreement. Both parties consent to the personal jurisdiction of the state and federal courts in Indiana.
- xix) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party.
- xx) **Severability.** If any one or more provisions of this agreement are held to be invalid or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in a material change so as to cause the completion of the transaction contemplated by this agreement to be unreasonable.
- xxi) **Notices.** Each party giving or making any notice, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for the purposes of this agreement; personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email.
- xxii) **Addresses.** A party shall address notices under this section to a party at the following address:
If to the Agent _____

If to the Developer 4790 W 73rd St, Indianapolis, IN 46268

Each party is signing this agreement on the date stated below.

Date: _____ By: _____

Agent Printed Name: _____

Date: _____ By: _____

Dave Philpott, President, Pics International Corp.

By signing below, I authorize Developer to bill my card for the initial \$1000 fee and the monthly \$80 hosting charges.
Circle: VISA or Mastercard only

Name on card _____ Number _____

Expiration ____ / ____ Security Code _____

Address on card _____

Signature X _____

Checklist to Send to Your Developer

Email us at info@picsweb.com

1. Name of existing site, pass words and log in, contact information of current hosting service.
2. Do you need a landing page that is suitable for consumers and downline agents? Or only consumers?
3. Company Logo? Gordon Marketing's graphic design team can make your one suitable for all your marketing needs.
4. Photos. We need high quality photos of you and your team. If you'd like a photo of your building, send that too. Many people like to include a family photo on their About Us page.
5. Biography. We need a bio on you, each member of your team that you want on the site. Or you may just caption their photos and not list a bio.
6. If you have a company Facebook page, what is the login and password so we can link your reviews to your Website?
7. Tell us your special concerns

8. Video. Do you want a video embedded in your landing page? If yes, we can reserve a spot for it if you have not filmed one yet.
9. Live Chat. Do you want set up for Live Chat? It is a free service and you will have to download the app, turn it on and off, and respond the questions that may come in. Here is a link to the chat bot that we will install on your Website _____.
10. Do you want a consumer enrollment link so consumers can sign up for plans from your Website? What companies? Mutual of Omaha, Medico, etc?
11. Carriers you represent: List by senior, life, annuity, etc.
