

# Image1Plus Terms of Service and Privacy Policy

## *The Short Version*

Image1Plus is an internet development and web site hosting service operated by Larry Bartley in Brownwood Texas. During the course of this document Image1Plus may also be referred to as “The IIP Network” or simply “The Network”. Websites hosted within The IIP Network may be referred to as a “site” or a “blog”. “The Network” as a whole functions as a vehicle to provide mutual promotion and edification of all websites hosted within The Network. Image1Plus offers two paid levels of service designed to suit your needs. (1) A “busy executive” level which includes complete, design, management, and day to day maintenance of your site and (2) an “I’ll do it all myself” user level where you need little or no help maintaining your site and day to day online activities. Image1Plus asks that you do not engage in anything illegal while using the service, nor that you link to any sites or services offering such. Acceptance into the IIP Network requires you to be based or have a “brick and mortar” storefront located within the confines of a geological area commonly known as “Central Texas” or “The Texas Hill Country. Image1Plus reserves the right to refuse sign-ups and/or de-activate sites hosting content deemed to be unrelated to these areas or inappropriate to the advancement of the network as a whole. You will not be asked to pay for any amount of service you haven’t used, and Image1Plus pledges to do our best to remedy any issues you may have with our services. Our goal is to be one of the leading online providers in the Texas Hill Country/Central Texas area, provide a hosting and promotional service that you can depend on and one we can be proud of.

Because Image1Plus values your freedom of speech and expression, we do our best to ensure you’re able to maintain that in the IIP network.

## Image1Plus Terms of Service

### *The Long Version*

The following terms and conditions govern all use of the IIP Network and all content, services and products available at or through the Network. The IIP Network is owned and operated by Larry Bartley. The IIP Network is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this Site by Larry Bartley or his appointed representative.

Please read this Agreement carefully before registering for or accessing the IIP Network dashboard. By accessing or using any part of the IIP Network, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the dashboard of the IIP Network or use any of its services. Any website hosted on the IIP Network requires you to be based or have a “brick and mortar” storefront located within the confines of a geological area known as “Central Texas” or “The Texas Hill Country. The Network is available only to businesses and individuals who are at least 18 years old.

**Your Image1Plus Account and Website-** By Registering and creating a blog/site on the Network, you agree to be responsible for maintaining the security of your username and password and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the blog. You must not describe or assign keywords to your blog in a misleading or unlawful manner, including in a manner designed to capitalize on the name or reputation of celebrities, other individuals or businesses. At his discretion, Larry Bartley may edit or remove any description or keyword that he considers inappropriate, unlawful, or likely to cause liability to any parties involved. You must immediately notify Larry Bartley of any unauthorized uses of your account or any other breaches of security. Larry Bartley will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or

omissions.

**Responsibility of Contributors-** If you operate a blog, comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- ❖ The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party.
- ❖ If your employer has rights to intellectual property you create, you have either (1) received permission from your employer to post or make available the Content, including but not limited to any software, or (2) secured from your employer a waiver as to all rights in or to the Content.
- ❖ You have fully complied with any third-party licenses relating to Content, and have done all things necessary to successfully pass through to end users any required terms.
- ❖ The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content.
- ❖ The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to other unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing).
- ❖ The Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party.
- ❖ You are NOT receiving traffic to your site via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods.
- ❖ You are NOT using any website or domain name hosted on the IIP Network for the purpose of spamming. Doing so is cause for immediate deletion of your account.
- ❖ Your blog is not named in a manner that misleads your visitors to think you are another person or company. Your blog's URL or name is NOT the name of a person other than yourself or a company other than your own.
- ❖ In the case of Content including apps, plugins, or other computer code you have accurately categorized and/or described the type, nature, uses and effects of the content, whether requested to do so by Larry Bartley or entities.

By uploading or otherwise submitting Content to The IIP Network for inclusion on your Website, you grant Larry Bartley a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, Larry Bartley will use reasonable efforts to insure removal from the internet, but you acknowledge that caching or references to the Content may not be made immediately unavailable and in rare cases it will be impossible to completely remove traces to a remark or image uploaded to your site whether uploaded to The IIP Network or anywhere else.

Without limiting any of those representations or warranties, The IIP Network has the right (though not the obligation) to, in Larry Bartley's sole discretion (1) refuse or remove any content that, in Larry Bartley's reasonable opinion, violates any Image1Plus policy or is in any way harmful or objectionable, or (2) terminate or deny access and use of the Network to any individual or entity for any reason. Larry Bartley will have no obligation to provide a refund of any amounts previously paid.

**Payment and Renewal - General Terms-** By selecting a product or service, you agree to pay Larry Bartley the prevailing subscription fee on a monthly, quarterly or annual basis. Subscription payments will be charged on a pre-pay basis on the day you sign up for access to the Image1Plus dashboard. An Upgrade and

will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable. An additional one-time design fee is required activate to activate your "Turnkey Level" web site. This fee varies depending on complexity of your site. The design fee is due and Subscription fees will start 90 days from when you sign up for access or upon acceptance of a completed design, whichever comes first.

**Automatic Renewal** Unless you notify Larry Bartley before the end of the applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize Larry Bartley to collect the then-applicable monthly, quarterly, or annual subscription fee including any taxes due using any credit card or other payment mechanism on record. Services may be cancelled or downgraded at any time by submitting your request to Larry Bartley in writing.

**Services/Fees/Payment-** By signing up for a Services account with the IIP Network you agree to pay Larry Bartley the applicable setup and recurring fees. Applicable fees will be invoiced starting from the day your accepted services are established and in advance of using such services. Larry Bartley reserves the right to change the payment terms and fees upon thirty (30) days written notice to you.

**Responsibility of Website Visitors-** Larry Bartley has not reviewed, and cannot review, all of the material, including computer software, posted to the IIP Network, and cannot be held responsible for that material's content, use or effects. By operating the IIP Network, Larry Bartley does not represent or imply that it endorses any material posted thereon, or guarantee that such material be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Larry Bartley disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

**Content Posted on Other Websites-** Larry Bartley has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which individual sites on the IIP Network links, and that link to the IIP Network. Larry Bartley does not have any control over those non-IIP network websites and webpages, and is not responsible for their contents or their use. By linking to a non-IIP Network website or webpage, Larry Bartley does not represent or imply that he endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Larry Bartley disclaims any responsibility for any harm resulting from your use of non-IIP Network websites and webpages.

**Copyright Infringement and DMCA Policy-** As Larry Bartley asks others to respect his intellectual property rights, He also respects the intellectual property rights of others. If you believe that material located on or linked to by one of the websites or webpages in the Image1Plus Network violates your copyright, you are encouraged to notify Larry Bartley in accordance with the Creative Digital Millennium Copyright Act ("DMCA"). Larry Bartley will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Larry Bartley will terminate a client or visitor's access to and use of the Network if, under appropriate circumstances, the visitor is determined to be a repeat violator of the copyrights or other intellectual property rights of others. In the case of such termination, Larry Bartley will have no obligation to provide a refund of any amounts previously paid to Larry Bartley.

**Intellectual Property-** Larry Bartley, Image1Plus, the Image1Plus logo, and all other trademarks, service marks, graphics and logos used in connection with Image1Plus, or the IIP Network are trademarks or registered trademarks of Larry Bartley and/or respective owners of each website in the network. Other

trademarks, service marks, graphics and logos used in connection with the IIP Network may be the trademarks of other third parties. Your use of the network grants you no right or license to reproduce or otherwise use any Larry Bartley or third-party trademarks.

**Advertisements-** Larry Bartley does not reserve the right to display advertisements on your blog. Individual website owners maintain the right to place affiliate ads on their sites but agree to not publish adult related ads or ads for illegal services.

**Attribution-** Larry Bartley reserves the right to display attribution links such as 'Blog at Image1Plus,' theme author, and font attribution in your blog footer or toolbar.

**Curated Partner Products-** Image1Plus curates a number of Partner products in the form of Themes, plugins, and ad-on modules that are provided free of charge for you to use on your site. By activating a partner product you agree to that partner's terms of service. You can opt out of their terms of service at any time by de-activating the partner product.

**Domain Names-** Should you need assistance Image1Plus will be glad to advise in any aspect of registering a domain name for your web site. We do not host domain names of an adult nature on the Image1Plus Network. If you are registering a domain name, using or transferring a previously registered domain name, you acknowledge and agree that use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"), including their Registration Rights and Responsibilities. <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>.

**Changes to TOS-** Because the environment of the online world changes almost daily, Larry Bartley reserves the right, at his sole discretion, to modify or replace any part of this Agreement as laws and agreements with his suppliers change. While Larry Bartley will attempt due diligence to inform you of any such changes, it is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Larry Bartley may also, in the future, offer new services and/or features through the Website (including, the release of new themes, plugins, add-on modules, tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

**Termination of Accounts-** Larry Bartley may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this agreement or your Image1Plus account, you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by Larry Bartley if you materially breach this Agreement and fail to cure such breach within thirty (30) days from notice to you thereof; provided that, Larry Bartley can terminate the Website immediately as part of a general shut down of service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Disclaimer of Warranties-** Your website is provided "as is". Larry Bartley and his suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. While Larry Bartley will make every effort to insure that you website trouble free, neither Larry Bartley nor his suppliers and licensors, makes any warranty that your website will be completely error free or that access will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

**Limitation of Liability-** In no event will Larry Bartley, Image1Plus, or their suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of

procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Larry Bartley under this agreement during the current billing period of the month said liability occurs. Larry Bartley shall have no liability for any failure or delay due to matters beyond his reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

**General Representation and Warranty-** You represent and warrant that (i) your use of the Website will be in strict accordance with the Image1Plus Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

**Indemnification-** You agree to indemnify and hold harmless Image1Plus, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

**Miscellaneous-** This Agreement constitutes the entire agreement between Larry Bartley and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Larry Bartley, or by the posting of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Image1Plus network will be governed by the laws of the state of Texas excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the appropriate state and federal courts having authority over Brown County, Texas. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Brown County, Texas, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Larry Bartley may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

#### Privacy Policy:

Larry Bartley operates Image1Plus, the Texas Hill Country Network and may operate other websites as well. It is Larry Bartley policy to respect your privacy regarding any information He or his appointed representatives may collect while operating this network of websites.

Like most website providers, Larry Bartley collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. The purpose in collecting non-personally identifying information is to better understand how visitors to the Image1Plus network use its websites. From time to time, Image1Plus may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its network.

Larry Bartley also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on Image1Plus blogs/sites. Larry Bartley only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog/site where the comment was left.

**Gathering of Personally-Identifying Information-** Certain visitors to the Image1Plus network of websites choose to interact with a website in ways that require Larry Bartley to gather personally-identifying information. The amount and type of information that Larry Bartley gathers depends on the nature of the interaction. For example, we ask visitors who sign up at Image1Plus to provide a username and email address. Those who engage in transactions or contracts of service with Larry Bartley are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Larry Bartley collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Larry Bartley. Larry Bartley does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

**Aggregated Statistics-** Larry Bartley may at times collect statistics about the behavior of visitors to its websites. Larry Bartley may display this information publicly or provide it to others. However, Larry Bartley does not disclose personally-identifying information other than as described below.

**Protection of Certain Personally-Identifying Information-** Larry Bartley discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Larry Bartley behalf or to provide services available at Image1Plus websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using Image1Plus websites, you consent to the transfer of such information to them. Larry Bartley will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to employees, contractors and affiliated organizations, as described above, Larry Bartley discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when Larry Bartley believes in good faith that disclosure is reasonably necessary to protect the property or rights of Larry Bartley, Image1Plus, third parties or the public at large. If you are a registered user of an Image1Plus website and have supplied your email address, Larry Bartley may occasionally send you an email to tell you about new features, policy changes, solicit your feedback, or just keep you up to date with what's going on with the Image1Plus Network and our products. If you send us a request (for example via email or via one of our feedback mechanisms), we reserve the right to publish it in our "frequently asked questions" section in order to help us clarify or respond to your request or to help us support other users. Larry Bartley takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

**Cookies-** A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Larry Bartley uses cookies to help Image1Plus identify and track visitors, their usage of Image1Plus websites, and their website access preferences. Image1Plus visitors who do not wish to have cookies placed on their computers have the option to set their browsers to refuse cookies before using Image1Plus websites, with the drawback that certain features of Image1Plus websites will not function properly without the aid of cookies.

**Business Transfers-** If Image1Plus, or substantially all of its assets, were acquired, or in the unlikely event that Image1Plus goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Larry Bartley may continue to use your personal information as set forth in this policy.

**Ads-** Ads appearing on any of our websites may be delivered to users by advertising partners, who may set their own cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Image1Plus and DOES NOT cover the use of cookies by any advertisers.

**Privacy Policy Changes-** Although most changes are likely to be minor, Image1Plus may change its Privacy Policy from time to time and at the sole discretion of Larry Bartley. Larry Bartley encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have an Image1Plus account, you might also receive an alert informing you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

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