

Program Terms of Service

By using the AboutRedlands.com Program, developed by Redlands Professional Resources (RPR), you are agreeing to be bound by the following terms and conditions. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO HAVE ACCESS TO THE PROGRAM YOU PURCHASE THROUGH OUR COMPANY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PROGRAM OR RELATED SERVICES.

Redlands Professional Resources (RPR) reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new updates and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service upon request.

Violation of any of the terms below will result in the termination of technical and user support. While RPR prohibits such conduct and Content on the Service, you understand and agree that RPR cannot be responsible for the Content posted once the Program has been purchased. You agree to use the Program at your own risk.

Terms

1. You must be 18 years or older to use this Service.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
3. You are responsible for maintaining the security of your account and password. RPR cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all Content posted (even when Content is posted by others who have accounts under your login account).
5. You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

Payment, Refunds, Upgrading and Downgrading Terms

1. Program and website set-up fee of \$350 must be paid in full to RWL Design upon signing contract. Additional design fees not included in base program will result in additional set-up fees.
2. The Program and hosting fee is billed in advance and is non-refundable. In order to treat everyone equally, no exceptions will be made.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
4. For any upgrade or downgrade in program features, you will be billed by RWL Design.
5. Downgrading your hosting service with RWL Design may cause the loss of Content, features, or capacity of your website. RPR does not accept any liability for such loss.

Hosting Cancellation and Termination

1. You are solely responsible for properly canceling your hosting account with RWL Design. An email or phone request to cancel your account is required, along with a direct confirmation via phone or email with RWL Design.
2. All of your Content will be immediately deleted from the website upon cancellation. This information can not be recovered once your account is cancelled.
3. If you cancel the Hosting Service before the end of your current paid account, your cancellation will take effect immediately and you will not be charged again.
4. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months of unused hosting services.
5. RWL Design, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other RWL Design service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your website, and the forfeiture and relinquishment of all content on your website. RWL Design reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. RWL Design reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to yearly hosting subscription plan fees to the Service, are subject to change upon 30 days notice from us.
3. RWL Design shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Program. Your content and materials uploaded remain yours. However, by setting your pages to be viewed publicly, you agree to allow others to view your Content.
2. RPR nor RWL Design does not pre-screen Content.
3. You shall defend RPR and RWL Design against any claim, demand, suit or proceeding made or brought against RPR/RWL Design by a third party alleging that Your Content, or Your use of the Hosting Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify RPR/RWL Design for any damages finally awarded against, and for reasonable attorney's fees incurred by, RPR/RWL Design in connection with any such claim, demand, suit or proceeding; provided, that RPR/RWL Design (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases RPR/RWL Design of all liability); and (c) provides to You all reasonable assistance, at Your expense.
4. The look and feel of the Program is copyright©2009 Gestalt LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, or visual design elements or concepts without express written permission from RPR or RWL Design.

General Conditions

1. Your use of the Program is at your sole risk. The program is provided on an "as is" and "as available" basis.
2. Technical support is only provided via email.
3. Third party vendors may be used to provide the necessary networking and related technology required to run the program.
4. You must not modify, adapt or hack the Program or modify another website so as to falsely imply that it is associated with the program.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Program, use of the Program, or access to the Program without the express written permission by RPR.
6. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. You must not transmit any worms or viruses or any code of a destructive nature.
8. RPR does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

9. You expressly understand and agree that RPR shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if RPR has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the program; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
10. The failure of RPR to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and RPR/RWL Design and govern your use of the Service, superseding any prior agreements between you and RPR (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under California law.
11. Questions about the Terms of Service should be sent to support ryan@rwldesign.com