

The Idea Center Terms of Service

Website Hosting | Domain Registration Acceptable Use Policy | Service Level Agreement

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. GENERAL OVERVIEW OF OUR TERMS AND AGREEMENT

Your access to, and use of, this Site and the products and services (collectively, the “Services”) found at this Site is subject to the following terms and conditions of use (“Terms of Use”). Your use of our website and payment of any invoices you receive from us for our services, signifies that you have read, understand, acknowledge and agree to be bound by these Terms of Use, along with the following corporate policies, which are incorporated herein by reference:

- [Privacy Policy](#)
- [Anti-Spam Policy](#)
- [Civil and Criminal Subpoena Policy](#)
- [Trademark and/or Copyright Infringement Policy](#)

The terms “we”, “us” or “our” shall refer to Idea Center Marketing, LLC (d/b/a and hereafter “The Idea Center”). The terms “you”, “your” or “User” shall refer to any individual or entity who accepts these Terms of Use by using this Site or the Services found at this Site. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

The Idea Center may, in its sole and absolute discretion, change or modify these Terms of Use, and the corporate policies which are incorporated herein, at any time and such changes or modifications shall be effective immediately upon the earlier of (i) our email notification to you advising you of such changes or modifications or (ii) your use of this Site after such changes or modifications have been posted to this Site as indicated by the “Revised” date at the bottom of this page. Your continued use of this Site after such revision date constitutes your acceptance of these Terms of Use. If you do not agree to be bound by these Terms of Use, do not use or access (or continue to use or access) this Site.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are agreeing to these Terms of Use on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms of Use, in which case the terms “you”, “your” or “User” shall refer to such corporate entity. If, after your agreement to these Terms of Use, The Idea finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms of Use. The Idea Center shall not be liable for any loss or damage resulting from The Idea Center’s reliance on any instruction, notice, document or communication reasonably believed by The Idea Center to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice,

document or communication, The Idea Center reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an account (an “Account”) by contacting The Idea Center at 608-787-8899. You represent and warrant to The Idea Center that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If The Idea Center has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, The Idea Center reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, payment method(s), and any PIN or other personal/corporate identifying information. For security purposes, The Idea Center recommends that you change your password change at least once every six (6) months for each Account you have with The Idea Center. You must notify The Idea Center immediately of any breach of security or unauthorized use of your Account. The Idea Center will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss The Idea Center or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site, including any content you submit, will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations.
2. You will not impersonate another User or any other person or entity, or submit content on behalf of another User or any other person or entity, without their express prior written consent.
3. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
4. You will not use this Site or the Services found at this Site in a manner (as determined by The Idea Center in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promotes, encourages or engages in child pornography or the exploitation of children;
 - Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;

- Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding The Idea Center our Services.
5. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by The Idea Center.
 6. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
 7. You will not access The Idea Center Content (as defined below) or User Content through any technology or means other than through this Site itself, or as The Idea Center may designate.
 8. You agree to back-up all of your User Content so that you can access and use it when needed. The Idea Center does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
 9. You will not use this Site or the Services found at this Site, including any of The Idea Center related technologies, for any commercial use without The Idea Center express prior written consent.

The Idea Center reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

5. YOUR USE OF THE IDEA CENTER'S CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of The Idea Center Content and User Content posted to The Idea Center's corporate websites (i.e., those sites which The Idea Center directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

The Idea Center Content. Except for User Content, the content on this Site and the Services found at this Site or those we host, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("The Idea Center Content"), are owned by or licensed to The Idea Center in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. The Idea Center Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of The Idea Center. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by these Terms of Use. The Idea Center reserves all rights not expressly granted in and to The Idea Center Content, this Site and the Services found at this Site, and these Terms of Use do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to The Idea Center that (i) you have all necessary rights to distribute User Content via this Site or via the

Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any The Idea Center Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the The Idea Center Content or the User Content therein.

6. THE IDEA CENTER'S USE OF USER CONTENT

The provisions in this Section 6 apply specifically to The Idea Center's use of User Content posted to The Idea Center's hosted or corporate websites (i.e., those sites which The Idea Center directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate The Idea Center to treat your User Submissions as confidential or secret.
3. The Idea Center has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. The Idea Center may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

The Idea Center shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

If you have a website hosted by The Idea Center or another service provider, you shall retain all of your ownership or licensed rights in User Content posted to your website.

However, if you post or publish your User Content to this Site, you authorize The Idea Center to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and these Terms of Use. Accordingly, you hereby grant The Idea Center a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and The Idea Center's (and The Idea Center Advertising and Marketing LLC's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the

functionality of this Site and under these Terms of Use. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that The Idea Center may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, The Idea Center shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or The Idea Center's (or The Idea Center's affiliates') business(es).

7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

The Idea Center generally does not pre-screen User Content (whether posted to a website hosted by The Idea Center or posted to this Site). However, The Idea Center reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with these Terms of Use. The Idea Center may remove any item of User Content (whether posted to a website hosted by The Idea Center or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of these Terms of Use, or for otherwise violating these Terms of Use (as determined by The Idea Center in its sole and absolute discretion), at any time and without prior notice. The Idea Center may also terminate a User's access to this Site or the Services found at this Site if The Idea Center has reason to believe the User is a repeat offender. If The Idea Center terminates your access to this Site or the Services found at this Site, The Idea Center may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

8. ADDITIONAL RESERVATION OF RIGHTS

The Idea Center expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) that it deems necessary, in its sole and absolute discretion, (i) to correct mistakes made by The Idea Center in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to comply with applicable local, state, national and international laws, rules and regulations, (iv) to comply with requests of law enforcement, including subpoena requests, (v) to comply with any dispute resolution process, (vi) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (vii) to avoid any civil or criminal liability on the part of The Idea Center, its officers, directors, employees and agents, as well as The Idea Center's affiliates.

The Idea Center expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

9. NO SPAM; LIQUIDATED DAMAGES

You acknowledge you have read, understand and agree to be bound by [The Idea Center's Anti-Spam Policy](#). You agree The Idea Center may immediately terminate any Account which it believes, in its sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay The Idea Center liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

10. TRADEMARK AND/OR COPYRIGHT CLAIMS

The Idea Center supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to [The Idea Center's Trademark and/or Copyright Infringement Policy](#).

11. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by The Idea Center. The Idea Center assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, The Idea Center does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release The Idea Center from any and all liability arising from your use of any third-party website. Accordingly, The Idea Center encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

12. SERVICE LEVEL AGREEMENT; DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

THE INTERNET IS A COMPLEX NETWORK OF EQUIPMENT, SERVICES AND PROVIDERS OF INFORMATION, THUS THE SERVICE MAY NOT BE AVAILABLE TO YOU AT ALL TIMES. THE IDEA CENTER PROVIDES A 99.5% NETWORK UPTIME GUARANTEE. THIS IS VALID FOR ONLY THE CONNECTION. THE IDEA CENTER WILL PURSUE ALL RESOURCES AND CHANNELS AVAILABLE TO MAINTAIN MAXIMUM UPTIME; HOWEVER, THE IDEA CENTER IS NOT RESPONSIBLE FOR ANY DOWN TIME CAUSED BY CLIENT'S ERROR.

The Idea Center MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND FOR THE SERVICES BEING OFFERED. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by The Idea Center or its agents or employees shall create a warranty. The Idea Center provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall The Idea Center be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with The Idea Center's service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on The Idea Center's servers that such information becomes available to all Internet users and that The Idea Center has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of The Idea Center's servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through The Idea Center or on the Internet generally.

Your use of the service is at your sole risk. The Idea Center is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on The Idea Center servers.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by The Idea Center, including restrictions on services available with each service type, restrictions on certain features, and all other policies. You agree to abide by any and all future Idea Center policy decisions.

The Idea Center reserves the right to monitor any and all communications through or with our facilities.

13. ADDITIONAL DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". The Idea Center, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The Idea Center, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND The Idea Center ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY The Idea Center, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE IDEA CENTER ADVERTISING, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS,

BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE IDEA CENTER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE IDEA CENTER'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

15. INDEMNITY

You agree to protect, defend, indemnify and hold harmless The Idea Center and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by The Idea Center directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of these Terms of Use or the corporate policies which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

16. SUCCESSORS AND ASSIGNS

These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17. NO THIRD-PARTY BENEFICIARIES

Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

18. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into

(or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

19. COMPLIANCE WITH LOCAL LAWS

The Idea Center makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

20. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

The Terms of Use herein shall be governed by and construed in accordance with the federal law of the United States and the state law of Wisconsin, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of these Terms of Use shall be brought in the state or federal courts of La Crosse, La Crosse County, Wisconsin and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of La Crosse County, Wisconsin. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of these Terms of Use.

21. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of these Terms of Use are for convenience and ease of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms of Use shall for all purposes be construed to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms of Use to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms of Use shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

22. CONTACT INFORMATION

If you have any questions about these Terms of Use, please contact us by email or regular mail at the following address:

The Idea Center
Attn: Pat Mundsack
314 Main Street
Onalaska, WI 54650
patm@theideacenter.net or patm@bewebfocused.com

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