

OS3.org Terms of Service Agreement (TOS)

The Agreement will commence (the "Effective Date") upon payment by Customer to OS3.org of the First Month's Payment.

SCHEDULE "1"

The following Schedule "1" is by and between "OS3.org" and "Customer."

WHEREAS OS3.org is a seller of internet network and connectivity services offering storage, connectivity, and transfer services over the Internet through access to its server network and leased connectivity.

WHEREAS, Customer seeks to utilize said services for its own purposes.

WHEREAS the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, OS3.org can make no guarantee that any given reader shall be able to access OS3.org's services at any given time;

WHEREAS, OS3.org represents, however, that it shall make every good-faith effort to ensure that its services are available as widely as possible and with as little service interruption as possible; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Services:

OS3.org shall provide to Customer storage space on, and access to, the servers, equipment, and bandwidth as outlined in the Service Table (collectively, the "Hosting Service").

At no additional charge, OS3.org shall monitor and maintain the Hosting Service in good working order through qualified, on-site personnel, during OS3.org's normal business hours (i.e., 9:00 a.m. to 6:00 p.m., Monday through Friday, Central Time).

OS3.org shall operate and maintain the Hosting Service at a locked and secured location, with access restricted to OS3.org's employees, agents, or technicians. OS3.org shall provide adequate firewall protection in order to secure Customer's content and other proprietary information stored on the Hosting Service from unauthorized access by third parties.

OS3.org shall also conduct daily/nightly mirrored disk backups.

OS3.org shall use its best efforts to expediently replace and/or repair any hardware failure that may occur in connection with the Hosting Service.

II. Financial Arrangements:

Customer agrees to a month-to-month contract term, beginning upon the "Effective Date."

The first (1st) month's payment, as outlined in the Service Table, is due on signing of this Agreement. From the 2nd month onward, Customer will be billed monthly in advance for the recurring monthly fee outlined in the Service Table. Annual payments are preferred with pro-rated remittances if client resigns from the contract.

This Agreement will automatically renew each month.

III. Taxes:

OS3.org shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Customer's Hosting Service. Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products or services sold.

IV. Material and Products:

Use of web services requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of web services by the Customer. OS3.org and contracted technicians are available on a consultant basis to assist in any needs of the Customer at a prearranged cost.

OS3.org will exercise NO control whatsoever over the content of the information passing through the Hosting Service.

Scalability: Customer may scale the Hosting Service either to a higher or lower plan at any time. Any changes made to Customer's server storage or bandwidth allocation will apply for a minimum of one month.

V. Trademarks:

Customer warrants that it has the right to use the applicable trademarks, if any, and grants OS3.org the right to use such trademarks in connection with said Server service.

VI. Hardware, Equipment & Software:

Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access OS3.org's server. OS3.org makes no representations, warranties, or assurances that the Customer's equipment will be compatible with the Web service. OS3.org agrees that all server-related issues, including but not limited to server hardware, network connectivity, network-level administration, server operating system and web server software fall under OS3.org's responsibility for maintenance and quality control. All other issues, content-related and otherwise, remain solely the responsibility of the Customer.

Customer agrees not to copy, duplicate, transmit, compile, or mirror any proprietary server software installed on leased servers by OS3.org. This includes any custom scripting, security robots, log utilities, virtual installation robots, account maintenance software, and any other utilities installed by OS3.org. Customer understands that any unauthorized copying as stated herein will result not only in breach of this contract, but also all copyright and "intellectual property" protection laws, federal, provincial and local, that may apply.

VII. Age:

If an individual, the Customer certifies that he or she is at least 18 years of age.

VIII. Internet Etiquette:

Electronic forums such as mail distribution lists and UseNet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution.

IX. Network Security:

Customer is prohibited from utilizing OS3.org's services to compromise the security or tamper with system resources or accounts on computers at the premises or at any third-party site.

Specific activities that are prohibited include, but are not limited to:

1. Use or distribution of tools designed for compromising security.
2. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
3. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
4. Deliberate attempts to overload a system and broadcast attacks.
5. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
6. Intentionally or negligently transmitting files containing a computer virus or corrupted data.

X. Email:

Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Customer will not use another site's mail server to relay mail without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes, or in any way points to a location inside OS3.org's network.

XI. Termination:

Customer may terminate this Agreement upon 30 days prior written notice to OS3.org. OS3.org will not refund any prior payments for services provided up to the date of termination.

This Agreement may also be terminated if the other party (x) commits a material default (which, in the case of Customer, will include any failure to make any payment when due) and fails to rectify such default within 10 days after being given notice of such default by the other party, or (y) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing. Only legal decree by a court with full jurisdiction may nullify this Agreement otherwise.

XII. Money Back Guarantee

Customer may request a refund within 30 days of the Effective Date upon written notice to OS3.org. OS3.org may refuse to refund a customer's payment if the Customer commits a material default.

XIII. Warranties:

OS3.org represents and warrants that:

- (i) all of the services to be performed by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel;
- (ii) the Hosting Service shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods.
- (iii) If the Hosting Service becomes unavailable to users, other than for scheduled maintenance, OS3.org shall have qualified personnel respond in the form of an on-premises service call within one (1) hour of notification of such unavailability and shall, to the extent reasonably practicable, remedy such unavailability at such time.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OS3.org MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY

OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

XIV. Limited Liability:

Customer expressly agrees that use of the Hosting Service is at Customer's sole risk. Neither OS3.org, or its contracted providers, their employees, affiliates, agents, third parties, information providers, merchants, licensees or the like, warrant that the Hosting Service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Hosting Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Hosting Service services, unless otherwise expressly stated in this Agreement.

Under no circumstances shall OS3.org, its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing Customer's Hosting Service service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Hosting Service service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Customer's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on said Hosting Service. OS3.org agrees to provide reasonable backup services to protect Customer's data that resides on OS3.org's server and network as standard part of service.

Notwithstanding the above, Customer's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement.

XV. Lawful Purpose:

Customer may only use Server for lawful purposes. Transmission of any material by Customer in violation of any federal, provincial, or local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening, including materials featuring violent depictions, child pornography, or material protected by trade secrets. This also includes links or any connection to such

materials.

XVI. Indemnification:

Customer agrees that it shall defend, indemnify, save, and hold OS3.org harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") asserted against OS3.org, its contracted providers, agents, customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify, and hold harmless OS3.org against Liabilities arising out of (i) any injury to any person or property caused by any products sold or otherwise distributed in connection with the Hosting Service; (ii) any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; or (iii) copyright infringement and/or litigation regarding content-related disputes.

XVII. Miscellaneous:

1. Notices. Every notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing to the party at the address first set forth above for such party and will be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by courier; (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; or (iv) upon personal acknowledgment by the recipient, if sent by email.

2. Assignment. Customer may not assign this Agreement or any of its rights or obligations or the license hereunder, without the prior written consent of OS3.org.

3. Reservation of Rights. OS3.org reserves all rights not specifically granted herein.

4. Entire Agreement. This Agreement and all the documents incorporated by reference herein constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto.

5. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

6. Severability and Reformation. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

7. Remedies Not Exclusive. The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

8. Relationship. The relationship of OS3.org to Customer will be that of an independent contractor, and neither OS3.org nor any employee of OS3.org will be deemed to be an agent or employee of Customer.

9. Choice of Law and Jurisdiction. This Agreement will be governed and interpreted by the laws of the jurisdiction of the State of Washington, without regard to its conflicts of law provisions. The parties hereby irrevocably and unconditionally agree to the non-exclusive jurisdiction of the courts of the jurisdiction of the State of Washington, and all courts competent to hear appeals therefrom.

Washington Veterans Vote (WVV) is the customer of this agreement.

Customer Agent Signature: _____

Printed Name of WVV Agent: _____

WVV Signature Date: _____

OS3.org Agent Signature: _____

OS3.org Signature Date: _____