

AWS CREATIVE Terms of Service

Acceptance of Terms of Service (TOS):

This web site (www.AWebStore.com) and its associated services are provided to you under these Terms of Service (referred to as the "TOS") and any amendments and supplements that may be posted to them by Ken Freeman dba AWS CREATIVE ("AWS Creative"). Your use of the web site shall be deemed to constitute your agreement to be bound by the terms of this TOS and shall be enforceable as if you had signed the TOS.

If you are not willing to accept the terms and conditions of the TOS, we ask that you not use the web site.

In addition, when using particular AWS CREATIVE features, you and AWS CREATIVE agree to be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

From time to time, the TOS may be updated without notice to you. The most current version of the TOS is always available at www.AWebStore.com/tos.pdf

. If you do not agree to the changes in the TOS, please arrange to terminate your registration with our site immediately by (i) notifying AWS CREATIVE of your unwillingness to accept the changes in the TOS and (ii) by discontinuing your use of the AWS CREATIVE web site.

Registration:

Registration with AWS CREATIVE is required to access www.awebstore.com or www.awebstorehoost.com or site-keeper.com/helpdesk/ email mailing lists or tech support and other community features. At registration you will be required to provide AWS CREATIVE with your first name, last name, and a valid email address.

This information is collected to allow AWS CREATIVE to contact you and to allow AWS CREATIVE to collect demographic data about its participants, both for internal use and in some cases, for release to our partners (please see our associated [Privacy](#)

Statement for detailed information on when personal data is shared). Under this TOS, you agree to provide true, accurate and up-to-date information. AWS CREATIVE has the right to suspend or terminate your membership if it learns or has reasonable grounds to suspect that the information that you have provided is inaccurate, false or misleading.

Privacy:

Registration and other data about you are subject to our Privacy Statement. For more information, please

www.AWebStore.com/privacy.php.

Termination:

AWS CREATIVE reserves the right to terminate (i) these Terms of Service and/or (ii) your membership at its sole discretion, immediately and without notice, upon any breach of this TOS.

Modification of the Terms of Service:

AWS CREATIVE may modify these TOS at any time at its sole discretion. Each time that you access the AWS CREATIVE web site, you will have been deemed to accept the TOS. AWS CREATIVE reserves the right, at its sole discretion, to notify you via email of changes to the TOS. To be on the list to be notified you must

Modifications of the AWS CREATIVE Web Site:

AWS CREATIVE reserves the right to modify or discontinue any portion of or all of the AWS CREATIVE www.awebstore.com site without notice to you and without liability to you or any third party.

Username, Password And Security:

You will choose a username and password on registering to become a member of the AWS CREATIVE community. You are responsible for maintaining the confidentiality of your username and password and you agree to (i) immediately notify AWS CREATIVE of any breach of security and (ii) ensure that you sign out at the end of each session. AWS CREATIVE cannot and will not be liable for any loss or damage from your failure to comply with this section.

Content:

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”) are the sole responsibility of the person with whom the

Content originated. This means that you, and not AWS CREATIVE, are responsible for all Content that you disseminate or transmit via the AWS CREATIVE web site.

You agree that you will not use the web site in any way to:

- a. Disseminate or transmit Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, libelous, pornographic or invasive of another's privacy
- b. Disseminate or transmit Content that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any other party
- c. Disseminate or transmit any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of mass unsolicited email to people or entities who have not agreed to receive such materials
- d. Impersonate a AWS CREATIVE staff member, community member or other person or entity
- e. Stalk or harass another member
- f. Interfere with, disrupt or harm the web site or servers or networks connected to the web site
- g. Disseminate or transmit or make otherwise available any materials that contains software viruses, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- h. Collect or store personal data about other users
- i. Use the web site for illegal purposes, including, but not limited to, disseminating or transmitting illegal and illegally obtained materials
- j. Disrupt the normal flow of dialogues, cause a screen to "scroll" faster than other users of the web site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

k. You acknowledge that AWS CREATIVE does not pre-screen Content, but that AWS CREATIVE reserves the right to immediately, without notice and at its sole discretion, refuse, move or delete any Content available via its web site, for any reason, including without limitation, Content that violates the TOS.

You acknowledge and agree that AWS CREATIVE may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is necessary to (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of AWS CREATIVE, its users and the public. By posting Content to the web site, you (i) represent and warrant to AWS CREATIVE that you have all necessary permissions to disseminate or transmit content and (ii) grant to AWS CREATIVE a worldwide, nonexclusive, perpetual, full sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed.

Protection of Intellectual Rights and License:

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"AWS CREATIVE Marks"). You may not display or use in any manner the AWS CREATIVE Marks without AWS CREATIVE's prior written permission.

You may not frame any trademark, logo, or other proprietary information on this web site without the express written consent of Ken Freeman. Except as expressly provided in the TOS, nothing contained in the Agreement or on the web site shall be construed as conferring any other license or right, expressly, by implication, by estoppel, or otherwise to any of AWS CREATIVE's intellectual property rights or to any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

Disclaimer and Limitations of Liability:

The AWS CREATIVE program is a program of Ken Freeman dba AWS CREATIVE ("AWS Creative").

1. AWS CREATIVE wants to encourage an open exchange of information and ideas between members. However, AWS CREATIVE cannot and does not review communications between members. AWS CREATIVE does not guaranty or endorse the accuracy of any information you may receive from other members.
2. You agree that you will participate in the AWS CREATIVE program in a manner consistent with any and all applicable laws and regulations. You hereby agree to indemnify and hold Ken Freeman, AWS CREATIVE, www.awebstore.com, www.awebstorehost.com, www.site-keeper.com, and each of its respective affiliates, directors, officers, employees, and agents harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to, or arising out of any breach of the terms and conditions of this agreement, including those set forth at the Terms of Service, Participation Guidelines, Eligibility, What AWS CREATIVE Expects from clients who ask for free site analysis or request a free quote for services or who may payments to our business using our online tools.
3. You hereby agree to completely release AWS CREATIVE, and each of its respective affiliates, directors, officers, employees and agents from all claims, judgments, demands, liabilities, and actions that you may have arising out of, or in any way relating to, your participation in the AWS CREATIVE program. IN NO EVENT WILL AWS CREATIVE BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT YOUR PARTICIPATION IN THE AWS CREATIVE WEBSITE.

4. If any provision of this agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. No waiver by either AWS CREATIVE or you of any term or condition of this agreement, whether by conduct or otherwise, shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition of this agreement, including those set forth at Terms of Service, Participation Guidelines, Eligibility, What AWS CREATIVE Expects from clients who ask for free site analysis or request a free quote for services or who may payments to our business using our online tools.

The information on this site comes from a variety of sources and includes information that is subject to change without notice. AWS CREATIVE wants this information to be as up-to-date and accurate as possible, but we cannot guarantee and do not warrant that the information is accurate, complete, or current; that your access will be uninterrupted; or that material accessible from this site is free from viruses.

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AWS CREATIVE is committed to preserving the confidentiality of information provided to it by applicants to and participants in its program. AWS CREATIVE cautions all applicants and participants, however, that it shall not be liable for any direct, incidental,

consequential, indirect or punitive damages, whether under any contract, strict liability or other theory, arising out of or in connection with any breaches of security or other failure involving this site or AWS CREATIVE's internal systems, or resulting from any viruses or other code that may affect any applicant's or participant's equipment, data or other property, as a result of using of this site.

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