

Privacy, Agreement & Disclaimer

This is an "Implied Agreement," meaning that if you (the Client) begin to use, or continue to use, Icomacons inc services (Work Product), Web page design, graphic design, Internet marketing, database development, eCommerce services, or translation services, you are agreeing to the terms of the Service Agreement.

This agreement is required to obtain and maintain service with Icomacons inc , to help prevent misunderstandings, and to provide the framework for legal recourse in the event of a dispute. If any litigation or legal issues arise regarding services rendered by Icomacons inc , or its associates, these will commence in the jurisdiction of Clearwater, Florida, USA.

Acceptance of this Service Agreement is required for an account to be setup with Icomacons inc services. By providing your down-payment for hosting services, Web design, Internet marketing, or other services, you indicate that you have read and understand this Service Agreement in its entirety, and agree to be bound by its content.

This contract supersedes any written, electronic, or oral communication you may have with Icomacons inc , and constitutes the complete and total agreement between the parties. This Service Agreement does allow separate Copyright Ownership Agreements and separate Work For Hire Agreements.

Failure of Client to comply with this Agreement, or any such Icomacons inc regulations or conditions, shall entitle Icomacons inc to (1) terminate the clients account, or (2) suspend access of clients account. Violation of any of the conditions of this contract may result in the immediate termination of your services with Icomacons inc . Criminal or civil prosecution may result in extreme cases.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE SERVICES OF ICOMACONS INC , and are urged to contact Icomacons inc to initiate closing of your account.

ADULT CONTENT & GAMBLING SITES ARE STRICTLY PROHIBITED. Pornography, sex-related merchandising and gambling is prohibited on all Icomacons inc pages, service or servers. This includes sites that may infer sexual content, and links to adult content elsewhere. Icomacons inc will be the sole arbiter in determining violations of this provision.

IRC

Icomacons inc currently does not allow IRC or IRC bots to be operated on our servers.

Refusal of Service

Icomacons inc reserves the right to refuse, cancel, or suspend service at our sole discretion.

System Security

Client agrees not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. Client further agrees not to interfere with the proper

operation of other systems reachable through the Internet, including any attempt at unauthorized access.

Client agrees that the security of your account or server is part of your responsibility. Client further agrees that if you believe the security of your account or server has been compromised in any way, you will notify Icomacons inc immediately. You agree that if you become aware of misuse of your account or server, and do not notify Icomacons inc , you will be held responsible for that misuse.

Spamming

Client agrees not to transmit unsolicited or prohibited advertising through electronic mail or inappropriate Usenet postings. Client agrees that the use of Icomacons inc services for unsolicited mass mailings or postings commonly known as "spam" will cause your services to be terminated immediately and without warning, and that you will be held legally responsible for any damages, as well as a \$15.00 per hour fee for reading the complaints which may arise. Icomacons inc will be the sole arbiter as to what constitutes a violation of this provision.

Privacy

Client agrees that Icomacons inc has the right and responsibility to fully cooperate in any legal investigation regarding any aspect of its services, including services sold to you. Client agrees to supply a current and truthful name, postal address, and telephone number for the records of Icomacons inc . Icomacons inc agrees not to sell or donate its mailing list to any other company.

Backup

Icomacons inc will maintain a backup copy of Web pages it designs, but cannot be held responsible for the loss of data in eCommerce and email programs it provides. The servers are backed up on a daily basis.

Definitions

A. "Client Properties" shall mean all text, pictures, sound, graphics, video and other data supplied by Client to Icomacons inc .

B. "Developer Properties" shall mean the Work Product, except for the Client Properties.

C. "Work Product" shall mean all HTML and/or JAVA files, JavaScript, graphics files, animation files, data files, technology, scripting and programming, all documentation, and each and every deliverable developed by Icomacons inc , or its associates, and delivered to Client in accordance with the terms and conditions of this Agreement, excluding Client Properties.

Warranties

The services of Icomacons inc may only be used for lawful purposes. Transmission or solicitation of material which violates laws in the jurisdiction of Cowlitz County, Washington, or your local area, is prohibited. This includes material which Icomacons inc judges to be threatening or obscene, harassing, libelous, or in violation of intellectual property laws. Links to such materials are also prohibited.

Icomacons inc warrants that the Work Product does not and will not knowingly: (a) violate any law or regulation, including, without limitation, the laws and regulations governing export control; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user's system or data, or prevent the use from using same.

Client warrants that the Client Properties do not and will not knowingly: (a) violate any law or regulation, including, without limitation, the laws and regulations governing export control; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user's system or data, or prevent the use from using same.

Client further warrants that (a) Client has all rights necessary for the production, distribution, exhibition and exploitation of the Client Properties as part of the Work Product consistent with the license granted in this Agreement; and (b) there is no outstanding contract, commitment or agreement to which Client is a party of legal impediment of any kind known to Client which conflicts this Agreement or might limit, restrict or impair the rights granted hereunder.

white-blue gradient Ownership

Icomacons inc will at all times be and remain the sole and exclusive owner of the Developer Properties, defined herein as any property, in any format used in or made part of the Work Product which is not provided by the Client or a Third Party. Client will not sublicense, rent, reverse engineer, decompile or disassemble the Developer Properties. Client is allowed to modify text and images, and add, edit, or delete database data, on the Web pages of their domain, as the need may warrant.

Icomacons inc will provide, as an Independent Contractor to the Client, the Web site design, development, programming and other consulting services to create the Work Product, all as set forth in each statement of work (Estimate), or modifications to each statement of work, agreed to by the parties from time to time.

Client Properties

The Client will at all times be and remain the sole and exclusive owner of Client Properties.

Third Parties' Properties

A typical Web site is often a collage of components often owned by multiple parties. This may be audio as well as video in nature, and components included in a Web site, and which cause the Web site to appear on a computer screen are likely to include the intellectual property of several parties. Nothing shall cause or imply any sale, license, or other transfer of proprietary rights of, or in any third party software, or products from a third party to Icomacons inc or the Client, unless agreed to, established in writing, in a separate Agreement.

Copyright Ownership

Copyright ownership of the Work Product remains with Icomacons inc , unless specifically transferred to Client, or Third Party, through a separate Copyright Ownership Agreement.

Financial Arrangements

a) Client agrees to this month-to-month Contract for services, and establishes such Agreement by initiating an account to be set up for Client.

b) Client will be billed on a monthly basis for services, according to Client on servers of Icomacons inc . The monthly fee is payable in advance, on the first of each month, and shall be paid by credit card.

PayPal services billed according to the current PayPal rates.

d) Monthly fees will be automatically billed to Clients credit card for each month on the first of each month for hosting services. Client will receive a receipt of payment from Icomacons inc .

e) Credit card/debit card/check processing fees, other bank fees and service fees are billed to the Client by their acquiring financial institutions/Corporate service.

f) This Agreement will automatically renew for successive single month periods unless canceled in writing by Client, prior to the monthly renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to Contract revisions.

g) Payment of new Web site projects: Upon Clients approval of the Estimate provided by Icomacons inc , Client agrees to pay in advance 50 percent of estimated project costs, and the balance paid in full of all estimated Web site costs upon completion of project. Client will receive a receipt of payment from Icomacons inc .

h) Additional Web site changes, or additional Internet marketing, may be charged to Client's credit card* for payment upon completion of changes or marketing work. Client will receive a receipt of payment from Icomacons inc .

Internet Etiquette

a) Users of Internet and electronic forums should be considerate of the expectation and sensitivities of others on the network when posting material for electronic distribution. The network resources may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Icomacons inc . All messages transmitted via Icomacons inc 's services should correctly identify the sender; users may not alter the attributes of origin in electronic mail messages or postings. Users must not attempt to undermine the security or integrity of computing systems or networks, and must not attempt to gain unauthorized access.

b) Due to the public nature of the Internet, all information should be considered publicly accessible, and private information should be treated in a secure manner so as to retain privacy. Icomacons inc is not liable for protection or privacy of electronic mail or other

information transferred through the Internet, or any other network provider or which its customers utilize.

c) Use of distribution lists via unsolicited electronic mail is strictly prohibited. Icomacons inc reserves the right to deactivate the client's server account(s) upon any indication of such activity. In such case, Icomacons inc is not responsible for saving or returning any data, files or directories stored on the server for/to the client.

Termination

a) This Service Agreement may be terminated by either party, without cause, by giving the other party 14 days written notice. Yet, Icomacons inc may terminate Client's service under this Service Agreement at any time, without penalty, without prior notice, if Client fails to comply with the terms of this Service Agreement. Depending on the circumstances, Icomacons inc may issue a warning, suspend a Clients account, or terminate the account—without notice or refund.

b) Icomacons inc reserves the right to cancel service, for any reason, without prior notice. In the case of a Client request for cancellation, unused fees for the current month will not be refunded, nor pro-rated. Again, Clients must notify Icomacons inc in writing to cancel service. Notification may be done by email at info@icomacons.com

c) In the event that it becomes necessary for Icomacons inc to enforce the terms of the Service Agreement, Icomacons inc shall be entitled to reimbursement of all reasonable costs and expenses of enforcement, including collection fees, court costs, and attorney's fees.

Limited Liability

a) Client agrees that the use of the services of Icomacons inc is at the Client's sole risk. Icomacons inc , and it's affiliates, cannot warrant that it's 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 their services.

b) Client agrees that any material submitted for publication by Icomacons inc through the Client's account(s) will not contain anything leading to an abusive or unethical use of the server. Abusive or unethical material includes, but is not limited to: pornography, obscenity, nudity, violations of privacy, computer viruses, harassing and harmful material, illegal activity, material advocating illegal activity, and infringement of privacy, or libel. Icomacons inc may or may not give notice before deactivating the use of an account which it decides is an abusive, unethical use of, or potentially illegal use of the server account.. In such case, Icomacons inc is not responsible for saving or returning any data, files or directories stored on the server for/to the client.

c) Client agrees to indemnify and hold harmless Icomacons inc , and it's affiliates, from any injurious or damaging claim resulting from publication of the Client's material. Client agrees to indemnify and hold harmless Icomacons inc , and it's affiliates, for any claim resulting from the submission of illegal materials.

d) Under no circumstances shall Icomacons inc , or it's affiliates, who are involved in creating, producing, or distributing Internet services be liable for any direct, indirect, incidental, special, or consequential damages that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, war, terrorism, communication failure, theft, destruction, or unauthorized access to records, programs, or services. Icomacons inc will maintain a backup copy of Web pages it designs, but cannot be held responsible for the loss of data in eCommerce and email programs it provides.

e) Icomacons inc is not responsible for advisement on taxes, legal advisement, nor trade name research. The Client and/or domain name owner is responsible for these.

f) The Client, not Icomacons inc is responsible for domain name conflicts arising from trademark disputes. Icomacons inc recommends Clients have a trademark search done before registration of new domain names. For more information regarding trademark usage see:

The US Patent and Trade Office at <http://www.uspto.gov/>
All about trademarks and trademark laws, including a directory of resources at <http://www.ggmark.com/>

Indemnification

You agree to indemnify and hold harmless Icomacons inc in any legal action which arises as a result of your use of its services, and it's affiliate's services, without limitation or exception. This includes any loss you suffer, including, but not limited to, loss resulting from service delays and incomplete or interrupted service, regardless of cause. Icomacons inc agrees that a complete service interruption (your Web site hosted by Icomacons inc is offline) in excess of 24 hours, may justify a refund or credit to its customers for the appropriate amount, but that no further compensation will be made. Scheduled outages and account suspensions do not count towards this refund policy.

Client agrees that it shall defend, indemnify, and hold Icomacons inc harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Icomacons inc , and it's affiliates, that may arise or result from any service provided or performed, or agreed to be performed, or any product or service sold by client or it's employees or affiliates. This includes:

Any injury to person or property caused by any products or services sold or otherwise distributed in connection the Icomacons inc 's service.

Any material supplied by client infringing on the proprietary rights of a third party
Copyright infringement.

Trademark infringement:

Any defective product which client sold through server provided by Icomacons inc
This Service Agreement embodies the entire understanding of the parties involved. Any changes or modifications to the Contract are agreed to by both parties upon renewal of services.

Icomacons inc may modify this Service Agreement at any time.

Privacy Policy Icomacons inc

Our commitment to your privacy

Icomacons web site is committed to protecting your privacy. That is why we have adopted this Privacy Policy. It is intended to describe how we use and process your personal information. Please note that by visiting and using Icomacons web site, you are accepting the practices described in this Privacy Policy.

What information is Icomacons web site gathering about its visitors and how is it being used?

Every computer connected to the Internet is provided with a domain name (e.g. earthlink.net) and an IP address (e.g. 192.168.1.100). When a visitor requests a page from within the Icomacons web site website, our web servers automatically identify and log the HTTP request that is made to them, as follows:

- The IP address of the site that may have referred you.
- Your IP address.
- The web page from which you linked to us.
- The product identifier for version and make of browser (e.g. Internet Explorer 7.0).
- The operating system that you are running (e.g. Mac OS, Windows, Linux).
- Search words or terms that are passed from a search engine (e.g. Google, Yahoo, or Lycos).

There is nothing unusual about the information just described, and the practice of collecting this data has been generally standardized by many web servers.

The purpose of this information is actually two-fold. One, Icomacons web site has found it advantageous to examine visitor traffic in its aggregate so that we can ensure maximum compatibility for the various browsers and operating systems that visit our site. By analyzing these and other visitation patterns, referring URLs and search engine terms, we can strategically enhance our exposure on the Internet.

What about cookies?

Cookies are small text files that are transferred to your computer's hard drive through your web browser from our web server. Icomacons web site uses cookies in some situations as a means of providing personalization features to our visitors. For example, we use cookies to remember personal settings (such as a login or password) that you may have chosen at our website.

You can choose whether or not to accept cookies by changing the settings of your browser. Typically, by accessing the browsers help feature you can obtain information on how to prevent your browser from accepting all cookies or to notify you when a cookie is being set. If you choose no to accept these cookies, your experience at our website and other websites may be diminished and some features may not work as intended.

For any questions you can write us: info@icomacons.com, or you can write us to delete all your data that we may have about you

What other information does Icomacons web site request?

We may also request your email address or mailing address for the purposes of conducting a survey, adding you to our mailing list, or by your request to have someone contact you for additional information. Whenever we request the identity of a visitor, we will clearly indicate the purpose of the inquiry before the information is requested. We will not sell, rent, or otherwise give your email address to a third party without your consent.

Will Icomacons web site disclose the information collected to third parties?

Icomacons web site will disclose your personal information or any of its log file information when required by law or in the good-faith belief that such actions are necessary to:

- Confirm the edicts of the law or comply with a legal process served on Icomacons web site;
- Protect and defend the rights or property of Icomacons web site, or visitors of Icomacons web site;
- Identify persons who may be violating the law, the legal notice, or the rights of third parties;
- Cooperate with the investigations of purported unlawful activities.

Icomacons web site uses reasonable precautions to keep the information disclosed to us secure. Icomacons web site reserves the right to transfer information in connection with the sale of all or part of Icomacons web site capital stock or assets to any third party. Furthermore, we are not responsible for any breach of security or for any actions of any third parties that receive the information.

Icomacons web site also provides “links” to a wide variety of other websites on the Internet. We are not responsible for their privacy policies or how those websites manage information about their users. We strongly urge you to check with them to determine their privacy policy.

Any changes to this Privacy Policy will be posted on this page.

Best regard
Icomacons inc.