

TERMS OF USE

Clarence (Cole) Richard Wiebe, employees and contractual partners, doing business as Cole Wiebe, hereinafter referred to as Cole Wiebe, provide a variety of Internet marketing and design services subject to the Customer's compliance with the terms and conditions set forth in this policy.

The Main Points:

We are not responsible for failures beyond our control: Acts of God, war, riot or civil commotion, government acts, equipment or facilities shortages and any resulting data loss. Cole Wiebe does not provide hosting services and any arrangements we make for hosting or other third party services, on behalf of our Customers, is not to be interpreted as an endorsement or any kind of guarantee of reliability or delivery of service. Cole Wiebe shall not be deemed liable for any loss of revenue or damages, data loss or the inconvenience of website downtime in the event of another company's failure.

Hacker attacks or other intrusions and any resulting website damage are an act of vandalism or theft. Cole Wiebe makes efforts to safeguard Customer website files and databases with backups but assumes no liability for data loss or costs of restoring your website in the event of an attack. MySQL database backups are available as a paid service from Cole Wiebe and it is the your responsibility to request periodic backups to protect updates to your website. Backed up files sometimes fail to fully restore a website. The best safeguard against backup corruption is frequent backups. The backup software is provided by the hosting company and Cole Wiebe assumes no liability for corrupt backup files that may result from using the hosting company's server software. Periodic 'hardening' and other security updates are not provided automatically. The onus is upon the Customer to request these services periodically from us. Cole Wiebe assumes no liability if the hosting company's security proves inadequate.

We keep your personal information private, and do not sell or lease to anyone, outside of any terms of our agreements. You are responsible for the security of your passwords and we are not liable for unauthorized access damages resulting from security breaches. We recommend that you keep hard copies of your passwords in a quality fireproof safe or safety deposit box. Storing your passwords on your computer or sending them by email to be stored on other computers is extremely risky.

Unless otherwise specified in our invoice or proposal/agreement, our billable rate is \$90.00 per hour for all design, web development and search engine optimization services. Internet marketing consulting services are billed at \$300.00 per hour. Invoices for consulting, website development and search engine optimization services are payable by the terms specified on the invoice. Invoices for website maintenance are payable upon receipt unless other arrangements have been made, as clearly spelled out in the terms of the applicable invoice for services. Payments after 15 days of invoice shall be considered past due and prepayment may, at our sole discretion, be required for any future services. All website files and data remain the exclusive property of Cole Wiebe until payment in full has been received for the applicable invoice(s).

Graphic design is an art form and art is highly subjective. As a Customer, it is your responsibility to familiarize yourself with our work by viewing examples obtained through links from our website(s) and/or by viewing our portfolio of sites during meetings prior to securing our services. We design and construct our websites based upon our unique sense of design and upon usability experience gained over ten years. By securing our services you acknowledge that we are designers and that as designers we are being hired to incorporate our own unique style into the layout and look and feel of the website. If you only want technicians to execute your own design we should be made aware of this before you hire us. All pricing is based upon designing and building the various components of your website one time. Acceptance of website proofs, by signing off on them, through email acceptance or by making installment payments per the agreed terms will be understood to indicate that we are to continue to develop the website with the look and feel approved by acceptance of the proof by not specifying any changes. It is your responsibility to clearly specify any changes that need to be made at the time your website is proofed as a graphic layout image or the website in progress is being viewed. Changes at a later date often involve considerable revisions, and the additional labor involved in building parts of the site again is billable.

The Fine Print:

Cole Wiebe reserves the right to modify these policies and operating rules at any time. It is the Customer's responsibility to check this document regularly. A copy is available at www.colewiebe.com and www.whitewolfdesign.com. Your continued use of our services shall be deemed to be an acceptance of these policies and operating rules. It is the responsibility of the Customer to remain up to date with regard to notices. This includes reading any and all mailings from Cole Wiebe to our Customers. Cole Wiebe reserves the right to revise or discontinue any or all pricing options, time packages, special discounts, or any other aspect of the service at its sole discretion and without prior notice. Cole Wiebe reserves the right to send its Customers periodic email messages outlining new services, features, prices, newsletters, etc. and/or important policy announcements.

Cole Wiebe's failure to insist upon or enforce strict performance of any term or condition in this policy shall not be construed as a waiver of any term or condition or right. The registered owner of an account is responsible for the actions of all parties using that account. It is the responsibility of the Customer to ensure that all contact information provided is accurate and complete and kept current.

Force Majeure: Cole Wiebe shall not be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages or other similar force beyond such Cole Wiebe's reasonable control. Cole Wiebe will have the final say on what constitutes a violation of these terms and conditions. USE OF A COLE WIEBE SERVICE CONSTITUTES AN UNDERSTANDING AND ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT CONTINUE TO ACCESS OR USE OUR SERVICES. ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE SERVICE WITHOUT REFUND. If you do not agree to be bound by these Acceptable Use Guidelines, please notify Cole Wiebe's Accounting Department so that we may initiate a closure of your account and arrange for immediate settlement of any outstanding balance.

Use of Services and Website Products: The Customer agrees to use Cole Wiebe's services and website products only for lawful purposes, in compliance with all applicable laws.

Acceptable Use: Customers are expected to exhibit good netiquette in their websites. Adult content is not permitted. Other specific activities that are prohibited include, but are not limited to: threatening harm to persons or property or otherwise harassing behavior; fraudulently representing products/services using Customers accounts; facilitating, aiding, or encouraging any of the above activities. In all cases Cole Wiebe has the final say on what does and does not constitute an Acceptable Use. Cole Wiebe reserves the right to investigate suspected violations of these Guidelines. When Cole Wiebe becomes aware of possible violations, Cole Wiebe may initiate an investigation which may include gathering information from the Customer or Customers involved and the complaining party. During an investigation, Cole Wiebe or the hosting company may block access to Customer's websites and/or email and/or other services. If Cole Wiebe believes, in its sole discretion, that a violation of these Guidelines has occurred, it may take responsive action. Such action may include, but is not limited to, recommendation of discontinuation of service to the hosting company and the suspension or termination of the Customer's service. Cole Wiebe in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these Guidelines could also subject the Customer to criminal or civil liability. Violations may also result in additional charges or fines being levied against violating Customers, regardless of whether such Customers have been found guilty in a court of law.

Materials in the public domain (e.g., images, media, text, and programs) may be downloaded, stored or uploaded using Cole Wiebe services or website products. Customers may also re-distribute materials in the public domain and provide them to Cole Wiebe for inclusion in a website. The Customer assumes all risks regarding the determination of whether the material is in the public domain.

The Customer is prohibited from storing, distributing or transmitting any unlawful material through Cole Wiebe services or products. Examples of unlawful material include but are not limited to direct threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. The Customer may not post, upload or otherwise distribute copyrighted material on Cole Wiebe websites without the consent of the copyright holder. The storage, distribution, or transmission of unlawful materials could subject the Customer to criminal as well as civil liability, in addition to the actions outlined above. The Customer may not store or distribute certain other types of material. Examples of prohibited material include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of other websites, tools used to collect email addresses for use in sending bulk email, or tools used to send bulk mail.

Website Design and Development:

Browsers: We design and guarantee our websites to function in the current main version of Microsoft Internet Explorer. We test with the Mozilla browser, but cannot guarantee that the layout will exactly match that of the Internet Explorer browser as some code is interpreted differently in Mozilla. Our websites will also function in most other current browsers, but all the functionality, content layout and graphic enhancements cannot be guaranteed. Website upgrades may become necessary to conform to new releases by browser developers. Cole Wiebe assumes no liability for changes made by Microsoft, Mozilla or any other browser developer. The Customer assumes the cost of any required upgrades.

Flash media: The Customer recognizes that employing Flash media in the website requires visitors to the website have the required version of the Flash plug-in installed on a computer with an Internet connection fast enough to download the files for timely display and suitable hardware/software capabilities. Changes in Internet technologies may require updates in coding or design from time to time to comply with security, copyright laws and other requirements. The Customer assumes the cost of any required upgrades. The client owns the completed website but not the source files used in its development. Flash/ActionScript development is a highly competitive industry. As such, source files often contain code secrets that could greatly benefit our competitors. Flash FLA source files are copyright protected and remain the exclusive property of Cole Wiebe unless specific arrangements have been made and the terms are clearly spelled out in an agreement or on the applicable invoice(s). Only when a written agreement specifies that source files are to be included, and/or the applicable invoice description of services provided includes the source files, shall the rights to those source files be transferred to the Customer. Reverse engineering, by decompiling Flash SWF files, often constitutes a violation of copyright laws and may result in prosecution.

Passwords: Each Cole Wiebe Customer is responsible for the security of his or her password. Generally, secure passwords are between 6 and 8 characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or in part, in normal or reverse order, in any dictionary of words or names in any language. The Customer is liable for costs of password retrieval or website maintenance/rebuild necessitated by a lost password.

Cancellation: Cancelling Customers must give 30 days notice to Cole Wiebe for termination of any contractual services. Or in lieu of 30 days notice, they will be charged for an additional month of service. Cancelling clients must contact Cole Wiebe for an Agreement to Terminate Services form which must be completed, signed and sent back to Cole Wiebe via mail or fax.

Disclaimer: All information found on the Cole Wiebe website is Copyright Cole Wiebe. All Rights Reserved. No documentation or information on this website may be copied, reproduced, distributed, republished, downloaded, displayed, or transmitted in any form without the express written consent of Cole Wiebe. In no instance shall Cole Wiebe be held liable for any damages relating to this website whatsoever. In particular Cole Wiebe shall not be liable for direct, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue or loss of use, cost of replacement goods, loss or damage to data arising out of the use or inability to use any Cole Wiebe website, any Cole Wiebe product or service, nor any email accounts set up by Cole Wiebe. This includes damages arising from use of or in reliance on the documents or information present on any Cole Wiebe website (including any information obtained through any links on a Cole Wiebe website, even if Cole Wiebe has been advised of the possibility of such damages). Use of the Cole Wiebe website, and any Customers websites, is at your own risk. Cole Wiebe is not responsible for the accuracy of the information contained on the Cole Wiebe website, and any Customers websites. Cole Wiebe reserves the right to make changes to the website at anytime without notice.

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