TERMS OF SERVICE

LEGACY PRESERVATION and OPTIMAL TECHNOLOGY SOLUTIONS

PRIVACY POLICY

We (the folks at LegacyPreservation, LLC) run a memorial website hosting service called LegacyPreservation.org and an IT consulting and technical support business called Optimal Technology Solutions (ot2solutions.com). Optimal Technology Solutions is a Trade name of Legacy Preservation, LLC (Hereinafter Legacy Preservation, LegacyPreservation.org, Optimal Technology Solutions, and OTSsolutions.com known as "LP/OT2").

Our website hosting service is designed to give you as much control and ownership over what goes on your site as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (things like spam, viruses, or serious threats of violence) appear on your site or get linked to from your site.

If you find a LP/OT2 website that you believe violates our terms of service, please contact us.

(Note, we’ve copied WordPress.com’s Terms of Service and altered it to meet our requirements. Wordpress.com has made their Terms of Services available under a Creative Commons license, which means you’re more than welcome to repurpose it for your own use, just make sure to replace references to them with ones to you.

TERMS OF SERVICE:
The following terms and conditions govern all use of LP/OT2 websites and all content, services and products available at or through the websites, including, but not limited to, website hosting and IT consulting/support via OT2solutions.com, (taken together, the Services). The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, LP/OT2’s Privacy Policy) and procedures that may be published from time to time on these Sites by LP/OT2 (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the LP/OT2 websites or Services. By accessing or using any part of the websites or services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the websites or use any Services. If these terms and conditions are considered an offer by LP/OT2, acceptance is expressly limited to these terms.
The Services and website is not directed to children younger than 13, and services on the LP/OT2 websites are only offered to users 13 years of age or older. If you are under 13 years old, please do not register to use the Services or LP/OT2 websites. Any person who registers as a user or provides their personal information to LP/OT2 websites represents that they are 13 years of age or older.

1. Responsibility of Contributors: If you operate a Memorial or AutoBiography site, comment on a Memorial or AutoBiography site, post material to the LP/OT2 websites, post links on the LP/OT2 websites, or otherwise make (or allow any third party to make) material available by means of the LP/OT2 websites (any such material, “Content”), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By making Content available, you represent and warrant that your content does not violate these terms.

By submitting Content to LegacyPreservation.org for inclusion on your LP/OT2 websites, you grant LP/OT2 a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your Memorial or AutoBiography site. This license allows LP/OT2 to make publicly-posted content available to third parties selected by LP/OT2 so that these third parties can analyze and distribute (but not publicly display) your content through their services.

You also give other LegacyPreservation.org users permission to share your Content on other LegacyPreservation.org sites and add their own Content to it (aka to re blog your Content), so long as they use only a portion of your post and they give you credit as the original author by linking back to your site.

If you delete Content, LP/OT2 will use reasonable efforts to remove it from the LP/OT2 websites, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, LP/OT2 has the right (though not the obligation) to, in LP/OT2’s sole discretion (i) refuse or remove any content that, in LP/OT2’s reasonable opinion, violates any LP/OT2 policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the LP/OT2 websites to any individual or entity for any reason, in LP/OT2’s sole discretion. LP/OT2 will have no obligation to provide a refund of any amounts previously paid.

2. Payment and Renewal:

- Paid services are listed on LegacyPreservation.org and OT2solutions.com. By selecting a service or requesting a quote for services, you agree to pay LP/OT2 the fees indicated for that service and/or quote.

- Unless stated in writing otherwise, all fees and charges are nonrefundable. LP/OT2 may change
the fees and charges then in effect, or add new fees or charges, by giving client notice in advance.

- Subscription Services: Clients can request reoccurring IT support, consulting, monitoring, and hosting services. Each subscription service request will be quoted upon request.

- Automatic Renewal: Unless you notify LP/OT2 before the end of the applicable subscription period that you want to cancel a subscription service, your service will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Subscription Services can be canceled at any time by contacting us.

3. Content Posted on Other LP/OT2 websites: We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which LP/OT2 websites links, and that link to LP/OT2 websites. LP/OT2 does not have any control over those non- LP/OT2 websites and webpages, and is not responsible for their contents or their use. By linking to a non-LP/OT2 website or webpage, LP/OT2 does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. LP/OT2 disclaims any responsibility for any harm resulting from your use of non-LP/OT2 websites and webpages.

4. Client Responsibility to Back Up Data: Client agrees that prior to LP/OT2 servicing any client equipment it is Client’s responsibility to (1) back-up the data, software, information or other files stored on Client’s computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Client’s product. Client agrees that whether or not Client requests back-up services from LP/OT2 and/or its third party service provider, neither LP/OT2 nor its third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

5. Information Security and Client Data: LP/OT2 has technical, administrative, and physical safeguards in place to help protect against unauthorized access to, use or disclosure of customer information we collect or store, including Social Security Numbers, Intellectual Property (IP) and other confidential client information. LP/OT2's employees, contractors, and respective directors, officers, employees and agents are trained on the importance of protecting privacy and on the proper access to, use and disclosure of customer information. Under our practices and policies, access to sensitive personally identifiable information (PII) is authorized only for those who have a business need for such access. Personally identifiable and other sensitive records are retained only

3 - TERMS OF SERVICE
as long as reasonably necessary for business, accounting, tax, or legal purposes. Although we work hard to protect personal information that we collect and store, no program is 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use or disclose personal information. LP/OT2 maintains security and incident response plans to handle incidents involving unauthorized access to private information we collect or store. If you become aware of a security issue, please contact LP/OT2’s. We will work with you to address any problems.

6. Copyright Infringement and DMCA Policy: As LP/OT2 asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by LP/OT2 websites violates your copyright, you are encouraged to notify LP/OT2 in accordance with these terms.

Here are the appropriate steps that you may take to file a DMCA (Digital Millennium Copyright Act) notice, should you determine that any of your content has been stolen or used in an unauthorized manner:

- Determine which content has been stolen: Is it an excerpt from one of your posts? Is it an entire post? Is there a link pointing to your original content? Make note of the specific URLs involved – you will need the URL containing the copied material, as well as the URL containing the original material, if available.

- Determine whether or not the blog is hosted on a LP/OT2 website: If this is the case, please feel free to contact us for clarification.

- Attempt to contact the memorial site owner, advising them to remove your content: While we do recommend this as your first course of action, it is important to note that it doesn’t always work. The owner of the infringing site may not have contact information available for you to use – or they may simply ignore any requests that you send them.

- Trademark Infringement: Trademark owners do not acquire the exclusive ownership of words. They only obtain the right to use the mark in commerce and to prevent competitors in the same line of goods or services from using a confusingly similar mark. The same word can therefore be trademarked by different producers to label different kinds of goods. Examples are Delta Airlines and Delta Faucets. For more information about what is and is not allowed under trademark law there is a helpful FAQ at: http://chillingeffects.org/trademark/faq.cgi#QID51

If you locate content on LP/OT2 websites that you believe is infringing upon your trademark, please submit your report to us.

LP/OT2 will respond to all such notices, including as required or appropriate by removing the
infringing material or disabling all links to the infringing material. LP/OT2 will terminate a visitor’s access to and use of LP/OT2 websites if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of LP/OT2 or others. In the case of such termination, LP/OT2 will have no obligation to provide a refund of any amounts previously paid to LP/OT2.

7. Intellectual Property: This Agreement does not transfer from LP/OT2 to you any LP/OT2 or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with LP/OT2. Legacy Preservation LLC, LegacyPreservation.org, Optimal Technology Solutions, OT2solutions.com, LP/OT2, LP/OT2 websites' logos, and all other trademarks, service marks, graphics and logos used in connection with LP/OT2, or the LP/OT2 websites are trademarks or registered trademarks of LP/OT2 or LP/OT2’s licensors. Other trademarks, service marks, graphics and logos used in connection with the LP/OT2 websites may be the trademarks of other third parties. Your use of the LP/OT2 websites grants you no right or license to reproduce or otherwise use any LP/OT2 or third-party trademarks.

8. Responsibility of LP/OT2 websites Visitors: LP/OT2 has not reviewed, and cannot review, all of the material, including computer software, posted to LP/OT2 websites, and cannot therefore be responsible for that material’s content, use or effects. By operating the LP/OT2 websites, LP/OT2 does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. LP/OT2 websites may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. LP/OT2 websites may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. LP/OT2 disclaims any responsibility for any harm resulting from the use by visitors of LP/OT2 websites, or from any downloading by those visitors of content there posted.

9. Advertisements: Although our hosted site templates minimize advertising, LP/OT2 reserves the right to display advertisements on your Memorial or AutoBiography site.

10. Attribution: LP/OT2 reserves the right to display attribution links such as ‘Memorial or AutoBiography site at LegacyPreservation.org,’ theme author, and font attribution in your Memorial or AutoBiography site footer or toolbar. Footer credits and the LegacyPreservation.org toolbar may not be altered or removed regardless of upgrades purchased.

11. Domain Names: If you are registering a domain name, using or transferring a previously
registered domain name, you acknowledge and agree that use of the domain name is also subject to
the policies of the Internet Corporation for Assigned Names and Numbers (“ICANN”) and the
Domain Name Registration and Client Service Agreement.

12. Changes: We are constantly updating our services, and that means sometimes we have to
change the legal terms under which our services are offered. If we make changes that are material,
we will let you know by posting on one of our LP/OT2 websites, or by sending you an email or
other communication before the changes take effect. The notice will designate a reasonable period
of time after which the new Terms will take effect. If you disagree with our changes, then you
should stop using LP/OT2 Services and websites within the designated notice period. Your
continued use of LP/OT2 Services and websites will be subject to the new Terms. However, any
dispute that arose before the changes shall be governed by the Terms (including the binding
individual arbitration clause) that were in place when the dispute arose.

13. Termination: LP/OT2 may terminate your access to all or any part of the LP/OT2 websites at
any time, with or without cause, with or without notice, effective immediately. If you wish to
terminate this Agreement or your LP/OT2 account (if you have one), you may simply discontinue
using the LP/OT2 websites. All provisions of this Agreement which by their nature should survive
termination shall survive termination, including, without limitation, ownership provisions, warranty
disclaimers, indemnity and limitations of liability.

14. Disclaimer of Warranties: LP/OT2 services are provided “as is”. LP/OT2 and its suppliers and
licensors hereby disclaim all warranties of any kind, express or implied, including, without
limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.
Neither LP/OT2 nor its suppliers and licensors, makes any warranty that the services will be error
free or that access thereto will be continuous or uninterrupted. You understand that you download
from, or otherwise obtain content or services through, the LP/OT2 LP/OT2 websites at your own
discretion and risk.

15. Limitation of Liability: In no event will LP/OT2, or its suppliers or licensors, be liable with
respect to any subject matter of this agreement under any contract, negligence, strict liability or
other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost
of procurement for substitute products or services; (iii) for interruption of use or loss or corruption
of data; or (iv) for any amount. LP/OT2 shall have no liability for any failure or delay due to
matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by
applicable law.

16. Limitations to Service: LP/OT2 shall not be liable for any failure or delay in performance due to
any cause beyond its control. LP/OT2 and/or its third party service providers reserve the right to
refrain from providing the Services ordered and instead refund Client’s payment, wholly or in part,
on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Client are unusual or extensive and beyond the scope of these Service Terms, as determined by LP/OT2. LP/OT2 shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Client by LP/OT2.

17. Indemnification: You agree to indemnify and hold harmless LP/OT2, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the LP/OT2 Services and websites, including but not limited to your violation of this Agreement.

18. Translation: These Terms of Service were originally written in English (US). We may translate these Terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

19. General Representation and Warranty: You represent and warrant that (i) your use of the LP/OT2 websites will be in strict accordance with the LP/OT2 Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the LP/OT2 websites will not infringe or misappropriate the intellectual property rights of any third party.

20. Miscellaneous: This Agreement constitutes the entire agreement between LP/OT2 and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of LP/OT2, or by the posting by LP/OT2 of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the LP/OT2 websites and services will be governed by the laws of the state of Georgia, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Gwinnett County, Georgia. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Atlanta, Georgia, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance,
will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; LP/OT2 may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Last revision date: May 5, 2015