

Clark Internet

Terms and Conditions of Use

For SitemakerCMS, Journalmaker and other Services

These terms and conditions apply to the creative and publishing services and associated technology variously known as SitemakerCMSSM, JournalmakerSM, EvergardenFarmsSM, NodebuddySM, collectively SMJM, or PROVIDERS or the SYSTEMS, "the systems" or "the service(s)" in this document, which supersedes all previous versions of our terms and conditions.

Summary of Terms

WE agree that PROVIDERS will continually strive to maintain and improve the service. YOU agree that you will use the services only for their intended purpose, namely the publication of family-friendly web sites for personal or business reasons and to pay your account on time. Terms and conditions are subject to revision without notice; You as a USER agree to abide by the latest revision as published at

clarkinternet.com/terms.

The Fine Print

Internet Access. Internet access is not included. You must have a dial or broadband (DSL, cable, fiber, radio...) account to access our systems.

Web Browser. You must use a modern web browser. PROVIDERS currently support and/or test products with Safari, Chrome, Firefox, DuckDuckGo and others. Other browsers distributed after 2020 will usually work. Note that every browser deviates in some degree from all the others in the implementation of certain visual or convenience features. PROVIDERS make no claim that the Systems support obsolete browsers or the full set of HTML/CSS tools defined for the WWW.

Availability

In general, our publishing tools and your site are always available. Systems may be briefly unavailable during backups and/or system upgrades, which are previously announced if their duration is expected to exceed one hour. At other times PROVIDERS attempt to make our systems available during at least 95 percent of available hours on an annual basis. In the event of loss of service for 72 hours or more, an equivalent number of days will be added to the end of all service agreements, where such extension is not for reasons beyond our control, including but not limited to loss of upstream ISP connectivity or telephone service, power failure, environmental events, or *force majeure*. By using the services you agree that PROVIDERS shall have no liability to you for loss of service of less than 72 hours and that our system logs shall be the sole index of availability.

Editing Suite

The core service of SMJM is the Editing Suite. The Editing Suite provides a set of editing tools to enable a user to publish web pages and a complete site without learning HTML, the markup language of the Worldwide Web. The Editing Suite automatically defines pages using HTML "tags" and Cascading Style Sheet (CSS) techniques. As the Web changes the Editing Suite might not include all possible outcomes that might be available to persons who mark up their pages directly using HTML tags of their own construction, and PROVIDERS do not represent that the automated systems can deliver all possible layouts available to such persons. PROVIDERS do not guarantee that the layout and display functions of the system will appear identical on all possible combinations of operating system (platform) and/or browsers. By using SMJM you accept these design limits.

Text and Graphical Content

Responsibility for the content of user-edited sites rests with the respective user(s). PROVIDERS are not responsible for the content of sites edited and/or displayed on user sites or on sites to which those sites may be linked. It is impossible for us to monitor such activity and content. Questions about content must be directed to the operator of the site at the address provided thereon. For this reason, each user must either display a contact address or use the built-in inquiry form to allow readers to

contact the owner or editor. PROVIDERS reserve the right to suspend or terminate service without notice and without refund to users who publish egregiously offensive materials, including but not limited to child pornography and/or espousal of hatred or violence against any individual or group.

Co-hosted Domains

You can link your private domain to an SMJM site. You may not re-address a pre-existing domain via Domain Name Service to point at our servers without consultation. Before the domain can be transferred to our servers, PROVIDERS must be named as contacts on your domain registration with full access to the domain name server settings. You must (a) use a registrar and DNS service acceptable to us or (b) use a service designated by us or (c) allow us to register and maintain your domain registration. Turnaround time for linking your domain and your site can be several days, and you agree that PROVIDERS have no liability for interruption of access to the domain during transition. At the next expiration of any current period of registration you must agree to transfer the domain registration to a registrar designated by us and to assure our ability to change settings such as DNS names and addresses. You agree that PROVIDERS are not responsible in any way for domains over whose registration PROVIDERS have no control. You may not disable, obscure or otherwise hide the automatic identification of the responsible author of content on your co-hosted domain.

Electronic Mail

SMJM includes several inline forms for collecting and delivering messages from visitors to your web site. Such messages are normally delivered to an email address you provide at the time you establish service. If you change your email address you are solely responsible for notifying us of the change. Limited electronic mail forwarding or POP service is available to SMJM clients whose sites operate under their own private domains and are resident on our servers. The basic service does not include use of an SMTP server for sending mail; you should use the sending server specified by your regular Internet Service Provider(s) (ISP). Upgraded service by specific, separate agreement may include SMTP service. Sending bulk mail - which PROVIDERS define as sets of more than ten recipients - from our servers is prohibited at all times. PROVIDERS attempt to block known spam

sources but cannot guarantee absence of spam. Failure to follow our mailing guidelines will be grounds for suspension or termination of service without notice or expectation of refund. Email service is generally provided under a separate service agreement from web service, though bundled service may be available. Electronic mail is NOT instant messaging; speed of delivery can be affected by many factors outside our control. By using the service you agree to hold us harmless for non-receipt of messages sent over the Internet from servers not under our management or control. You further agree that PROVIDERS are not responsible for the content of messages sent to you by third parties.

Spam

Spam includes all forms of unsolicited communications, principally by electronic mail but increasingly by intentional misuse of online forms, such as by "form scripting" that bypasses or spoofs our email systems. If you are a registered or unregistered user, you agree that by submission of scripts to transmit messages to users of our systems you will incur a fee of one dollar \$1 per submission, and you agree to pay such fees upon demand. This fee shall also apply to misrepresentation of accounts on our systems, whether by misappropriation of a mailbox, or use of a legitimate account in a reply-to field without permission, or use of a non-existent mailbox ostensibly originating from our systems. You further agree that PROVIDERS may use all legal means to collect such fees, including the appointment of third-party agents.

Data Backup

You are solely responsible for backup of your original content and source materials. You should maintain a backup copy of text, images and other content that appear on your site. Because you are free to add and delete all content, and because PROVIDERS do not monitor additions or deletions, PROVIDERS are not responsible for loss or changes to data or information that is subject to online modification by users outside our control. SMJM databases and related files are backed up on a regular schedule. This normally occurs during off-peak hours (after midnight in the Pacific time zone of the USA). It is possible that edits you apply to your site might occur in proximity to such backups causing the edits to be lost. Customer-managed files accessible by FTP are entirely under the control of the

individual user, and changes to such files may easily escape the backup schedules. Backups are stored only for a brief period. Data retrieval from old backups may be attempted for an hourly fee, regardless of success or failure of recovery.

Resellers

SitemakerCMS and Journalmaker are services of PROVIDERS. that are also resold by other persons, organizations and entities who are Independent Contractors. PROVIDERS are not responsible for representations about the services made by such persons, organizations or entities to the extent that they deviate from the information published at clarkinternet.com or any of our alternate domains. SMJM will not mow your lawn, polish your car, cause you to lose Weight or make you more attractive to the opposite sex. If you're not sure of the systems' capabilities, write to us before you order and PROVIDERS will attempt to clarify them.

Privacy

PROVIDERS do not use SMJM as a method of collecting email addresses or other personal information for purposes of distribution to third-party merchants. PROVIDERS may occasionally send to subscribers, or to persons who add their names to lists maintained by subscribers, information and or surveys about products and services associated with SMJM or that improve their usefulness.

PROVIDERS may share aggregated information about subscribers with closely affiliated companies for the purpose of maintaining connectivity and for the development of additional services and products. Resellers who manage multiple accounts may have access to the contact information stored in those sites. PROVIDERS make a sincere effort to discourage "spam" and do not engage in bulk mailing to addresses registered in our systems or make those addresses available to others for bulk mailing, and PROVIDERS require similar performance of those companies and organizations with which PROVIDERS co-operate.

PROVIDERS are not responsible for the uses made of the data collecting features of SMJM by guest publishers, who operate their own web sites under their own policies. Each site is an independent entity and can set its own policies for the data it collects. PROVIDERS may offer to subscribers the ability to send messages to

members of their own guestbooks, calendars web logs or directories. These messages are entirely the responsibility of the owner-editor of the subscribing site, and PROVIDERS have no further information about such messages. PROVIDERS do not provide bulk email sending capabilities (servers) to subscribers.

PROVIDERS employ third-party payment processors and do not store clients' credit card information generally, and specifically not on machines accessible over the Internet. PROVIDERS are not responsible for the actions of clients who may collect such information.

Although PROVIDERS make every effort to secure our servers from intruders, PROVIDERS do not warrant that our systems are invulnerable to such intrusion. PROVIDERS are not responsible for contamination or loss of data cause by any intruder, and our liability is limited to a sincere attempt to restore sites from the last available uncontaminated backup files.

Privacy Settings

SMJM has settings for pages, tools, and other features, e.g., the web log, that allow editors to set content to "active" or "inactive" or similar "visible/invisible" conditions. Content may also be reserved to "members" in some contexts. Whenever these settings are set to "on/active/visible" or a similar setting, the respective information can be read by the designated class(es) of users and potentially by others. PROVIDERS make no representation that these settings are strictly secure.

Incorrect settings could allow the display and indexing of information you intend to be private, either to persons or robotic devices. YOU are solely responsible for these settings, and furthermore YOU agree that all publication from your site is according to your intent, that any unintentional publication is due to your error, and that you will hold us harmless for any consequences resulting from such publication, notwithstanding the status of any setting before or after the fact. **THE WEB IS INHERENTLY A PUBLIC PLACE. DO NOT PUT PRIVATE INFORMATION ON ANY WEB SITE WITHOUT PROPER PLANNING.**

Cookies

The SERVICES provide cookie support for login and session-maintenance to allow editors and other authorized users of hosted sites to sustain identification for purposes of data management and ease of use. The platforms themselves do not intentionally track users' as they move about hosted sites. PROVIDERS specifically disclaim any cookies placed by operators of hosted sites, including those for tracking, marketing, and PROVIDERS make no effort to facilitate their placement.

Transactions with Users

Many of our services are billed via PayPal or other credit card processor and are labeled "Sitemaker" or "Journalmaker" or "Clark Internet" as abbreviated on credit card statements.

PROVIDERS do not vouch for the goods or services that may be offered for sale on SMJM guest sites or on sites linked therefrom. Visitors to such sites should exercise normal caution in evaluating the value of merchandise or services.

Users of the systems may use payment methods unknown to us to accomplish transactions regarding their own goods or services, and PROVIDERS are not responsible for such transactions in any way. By installing any third-party service in a guest site — including PayPal — the owner-operator of the site agrees to hold us harmless for any and all consequences of such service.

Language

The primary language of SMJM is English. If assistance or services are rendered in other languages, and if ambiguity or misunderstanding results from translation or interpretation, then the English shall prevail. PROVIDERS are not responsible for third-party translations — including automated translations — of this or other text within SYSTEMS and for any textual content of guest sites whatsoever. All responsibility for content of guest sites resides with the respective operator(s).

Nomenclature

In this document, "We" and related pronouns refer to PROVIDERS, any of its business units, and/or a reseller (independent contractor) from whom you acquired your site. "You" and related pronouns refer to the client or end user whose name and/or content are associated with the account or site. Masculine pronouns include the feminine form.

Fees

Fees are assessed for use of SMJM and for creative services. In general, PROVIDERS bill all fees to a credit card via a third-party service, e.g., PayPal. Accounts more than fifteen (15) days late or transactions declined by third-party processors may subject your account and site to suspension without notice. Accounts more than sixty (60) days late are subject to cancellation without notice. Cancelled accounts that have not been purged from the database can be reinitialized for a service fee equal to the larger of \$25 or the equivalent of one month's service PLUS any amount in arrears.

Creative Services

To the extent that PROVIDERS provide creative services in connection with an account, separate fees may apply, and a separate service agreement may be required.

Commercial Use

PROVIDERS offer several classes of service at varying rates. Personal sites are intended for personal and family use only. Commercial use of personal sites is not supported. PROVIDERS specifically deny all responsibility for performance of personal sites used for commercial purposes. By use of a personal site for commercial purposes, you agree to hold us and intermediaries harmless for any consequences of such misuse of the system.

Applicability

SMJM are intended for the support of informational web sites, with limited support for online commerce. Pages may contain order forms that are submitted for processing by third party payment processors. The system is not intended for real-time, mission critical applications. PROVIDERS accept no responsibility for time-sensitive information stored on your site, and PROVIDERS have no liability for the performance of applets, scripts or other programming techniques not supplied by us that you incorporate in your site. If you aren't sure whether this applies to you, ask us for an opinion. If you don't know and haven't asked, the safe course is to use another approach. PROVIDERS are not all things to all people.

Internet Memorial Park

This section contains terms applicable to our Internet Memorial Park and Everlasting Tribute services. (Discontinued Dec. 31, 2023)

"Perpetual" Availability: PROVIDERS use terms like "everlasting, forever and perpetual" on the sites. Sites so described shall when prepaid under the published terms be available for editing for a period of one year after purchase. An extended period of active service is available for an annual service fee. Thereafter they shall be available permanently in an online archive. Sites within the archive may at our option be transferred to secondary (offline) storage after five years. An index of sites shall be maintained on line, and access to archived materials may be subject to retrieval from secondary storage. A fee may be assessed for retrieval from secondary storage. An attempt will be made to maximize the online availability of sites; preference will be given to frequently accessed sites.

Enforcement and Jurisdiction

Failure by us to enforce any or all of these terms and conditions in any instance shall not affect our right to enforce them in the future with respect to an individual user or all users.

Determination by a court or arbitrator that any provision of these terms is unenforceable or invalid shall have no effect on any other term herein. Any action arising from this service shall be subjected to mediation and failing resolution to binding arbitration in Snohomish County, Washington.

Termination

PROVIDERS may suspend or terminate at any time for nonpayment or for abuse of our systems. You may terminate your automatically renewed subscription(s) at the end of any billing cycle by canceling via our third-party subscription service(s), or you may terminate your custom service(s) by written notice to us. Subscriptions require several days lead time; see the respective payment service requirements. Notice regarding custom services must be received thirty days in advance of termination to avoid the next recurrent bill. All services performed by us after notice of termination, including data extracts, communication with third parties, etc., will be performed at our usual hourly consulting rate.

In the event that PROVIDERS elect to terminate support of the Services, notice will be published at clarkinternet.com and by email to each active guest's registered address, and support will be continued for ninety (90) days from the date of notice, during which time You must copy any and all data from our servers, and after which PROVIDERS make no promise of access. You are responsible for maintaining your email address in your guest profile.

Performance Standard

Satisfactory performance by us shall be limited to the published capabilities of the SMJM systems and to these terms and conditions of service. PROVIDERS make no warranty that the systems will be capable of accomplishing any other task or purpose. Comparison to other services shall be irrelevant to any agreement regarding hosting or publishing with PROVIDERS.

Technology

SitemakerCMSSM and JournalmakerSM are proprietary services and products of PROVIDERS. You may use them only while you are a paid subscriber of CIPI or

one of its affiliates. Upon termination many automated features of your site may become unavailable. Prior to termination you should make an archive copy of your data. PROVIDERS are not responsible for data abandoned by users. For an hourly fee of \$85.00 and by prior agreement PROVIDERS will extract data as static pages in XML or HTML format. Such pages will not have interactive capability; they will merely reflect the status of your site on a particular date.

By your use of the system you acquire no rights in any aspect of the SMJM systems. You may not copy or reverse engineer the systems, and you agree that you will not attempt to produce a competing system with a comparable feature set.

Modification of Terms

PROVIDERS reserve the right to modify these terms of use at any time without specific notice. The date of such modification appears within the document. You are responsible for examining the terms periodically. You agree by your continued use of the system to accept all changes to these terms as of the date of your next payment. You may cancel your service agreement prior to that billing date if you do not wish to conform to our terms.

Acknowledgment

By subscribing to any service described herein or by using our editing tools, you agree that you have read and understand these terms and conditions, and you further agree to abide by them and to pay any applicable fees promptly and on schedule. If you do not agree, then your only option is not to subscribe or to discontinue your subscription. These terms and conditions are subject to occasional changes, and you agree that it is your sole responsibility to remain aware of such changes, whether or not you are individually notified. By your use of the system, you acknowledge that you have examined the system before purchase, during any free trial period, and during usage and that you are aware of its capabilities and limitations.

These terms supersede all versions prior to the date shown in the footnote.

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