Terms of Service

Take 3 Inc., dba Armature
Effective Date September 17, 2007
The following terms apply to all Armature Internet Clients:

By utilizing services provided by Take 3 Inc., doing business as Armature (hereinafter referred to as "Armature"), all Clients agree to the following as terms and conditions of service.

Lawful Use

Client agrees that all activities which utilize Armature-provided services shall be in full accordance with all applicable laws and regulations at the local, state, national, and international level.

No "Spam"

Client agrees not to use Armature-provided facilities or services, or permit the same to be used, for the mass distribution of unsolicited electronic mail (commonly referred to as "Spam").

Terms of License

For purposes of this document, the term "Software" shall include all HTML documents, CGI and Java scripts, as well as compiled programs furnished by Armature in order to make the WebSite operational. As a consequence, the appearance and operational characteristics of the WebSite are also included in the term "Software". In addition, programs provided by Armature for offline use by Client in support of the WebSite shall be considered "Software" for purposes of this document.

Clients receive a license to utilize the Software and other provided Internet Site materials within the normal scope of their business for as long as maintenance fees are paid to Armature as prescribed in their respective service Agreements or Service Orders. The Software shall remain the intellectual property of Armature as either author or licensee and may not be sold or otherwise distributed by the Client.

Portions of software programs and other Internet Site elements, such as photographs and artwork, may be copyrighted by and remain the intellectual property of others. Where Armature is deemed to be the source of Content materials, Take 3 Inc., d.b.a. Armature, warrants that it has obtained or will obtain all necessary licenses or other usage rights required to utilize these elements in a lawful manner.

Under no circumstances may Armature software be modified, patched, hacked, disassembled, decompiled, or otherwise reverse engineered.

Timeliness of Payments

Normal payments are due on or before the end of each calendar month for service the following month. Should Client become delinquent with respect to any payment or payments due, Armature may use any lawful means to collect the monies owed. This shall include, but not be limited to, suspension or disconnection of service. In addition, Armature may charge late fees and/or interest on Client accounts which are past due. In the event litigation becomes necessary in order to collect any monies due hereunder, Client agrees to pay all legal fees, court costs and other fees associated with such litigation. Server operation and domain access may be suspended if Client's account is delinquent.

On-WebSite Credit

Armature shall have the right to claim credit for its work on Client□s WebSite. To that end, Armature may, at its sole discretion, place a small logo, the words "An Armature Production" or any other reasonable credit device on the WebSite and such credit device may include a link to its own promotional site.

Client-Supplied Content

While Armature will edit, reformat and otherwise prepare text, visual and sound material for use as Content on the WebSite, the Client is expected to be the original source of virtually all such Content. The Client warrants that all material provided by Client for publication on the Internet is the legal property of the Client or that the Client has obtained all required permissions and/or copyright clearances required for Internet publication.

The Client will provide Content materials to Armature in electronic form wherever possible in file formats specified elsewhere in this document. Client understands that Content materials provided in other form which requires data conversion, typing or scanning of paper or photographic materials, may cause delays in processing and may result in additional charges to be billed to the Client.

File Specifications for Electronically-Submitted Content Materials

Armature shall provide the Client with a password-protected "Drop Box" into which Client may upload electronic Content materials utilizing Internet "File Transfer Protocol" (FTP). This is the preferred method of submission. Alternatively, electronic Content materials may be furnished on DOS/Windows-formatted 1.44-MB 3-1/2" floppy disks, CD-ROM, DOS/Windows-formatted 1-GB Jaz cartridges or DOS/Windows-formatted 100-MB Zip disks.

Acceptable file formats for text Content materials are ASCII text, Microsoft Word for Windows, and WordPerfect (any version).

Acceptable file formats for image Content materials are TIFF (.TIF), Windows Bitmap (.BMP), Windows MetaFile (.WMF), GIF (.GIF) Adobe Photoshop (.PSD), and JPEG (.JPG). Encapsulated PostScript (.EPS) files are *not* acceptable. Flat art for scanning should be original line art or photographically reproduced. Client understands that materials which have been halftoned for printing may produce moire patterns upon scanning.

Output from page-layout or "prepress" programs (such as PageMaker, Quark Express, etc.) are *not* acceptable. Files created with Microsoft Publisher and Microsoft PowerPoint are conditionally accepted with the understanding that additional processing charges may apply.

Sound files may be waveform (.WAV) RealAudio (.RA) or MP3 format at any sample rate and are accepted conditionally pending quality evaluation. Alternatively, audio Content may be submitted on standard cassette or micro cassette tape or audio CD. There is an additional hourly charge for audio processing regardless of the type of original material submitted.

Indemnification

Client will indemnify and hold Take 3 Inc., d.b.a. Armature, harmless with respect to any claims or actions instituted by third parties which result from the use by Armature of material furnished by the Client or where material created by Armature is substantially changed by Client. Indemnification shall include any and all causes of action including but not limited to libel, slander, infringement of copyright or trademark, misrepresentation, false or misleading advertising, medical or professional malpractice or product liability.

Domain Contacts

Domains are registered in the name of and remain the property of each Client. In order to properly and efficiently administer Client services, Armature is to be named as Administrative Contact and Billing Contact for all Clients' InterNIC records. The Client will take no action to change or attempt to change these Contacts or the Registrar with respect to their domain(s).

Violation of these Terms

If these Terms of Service are violated, Armature may at its sole option suspend or terminate service immediately and without prior notice.