



www.teamwebpages.com

Obtain your own team web site in 4 easy steps:

1) Provide the following information about you and your team.

Your Name: _____
Team Name: _____
Club Name: _____
E-Mail Address: _____

2) Read the following Terms and Conditions of Use and sign the agreement.

Terms and Conditions of Use

- A. Legal Agreement.** This is a legal agreement between you ("Customer") and Team Web Pages ("TWP"). This agreement is for services and access to services that Customer has signed up for with TeamWebPages.com ("Service"). Customer must agree to these terms and conditions in order to sign up for this service. TWP reserves the right to cancel, suspend, or reject any Customer in its sole discretion. When Customer pays for the Service or signs below, this constitutes Customer agreement to these terms and conditions for as long as Customer uses Service.
- B. Service.** Customer shall not use the Service for any purpose that is unlawful or not allowed by this agreement. Customer agrees not to copy, modify, distribute, reproduce, or otherwise use information provided through the Service for any reason other than updating their Service web site. Prohibited actions include, but are not limited to, using the Service in a way that could harm or disable the Service or interfere with anybody's ability to use the Service. TWP reserves the right to modify or discontinue the Service. All material (code, text, graphics and content) available from www.TeamWebPages.com and pages within that domain are the property of TWP.
- C. Content.** Customer is responsible for all content on Customer's web site through the Service, including text and images. Customer shall not upload or publish any content which they do not have the right to publish. Customer shall not upload or publish inappropriate content (ie. pornography, profanity, libel, slander, etc...).
- D. Billing.** Customer agrees to pay Service fee (in US Dollars) prior to using the Service. Customer is responsible for paying the Service fee prior to each year that Customer wishes to use Service. Failure to pay Service fee on time will result in the removal of Customer information from Service database. Customer may cancel Service, but TWP need not refund any remaining portion of fees paid. Customer agrees to pay all applicable taxes, including sales and use, resulting from Customer's use of Service.
- E. Privacy.** Customer agrees to provide complete and accurate information required by TWP to activate Service. Customer shall be responsible for maintaining the confidentiality of Customer's username and password and shall be responsible for any and all action taken by users given access to such username or password and all consequences of use or misuse of such username and password.
- F. Limitations.** TWP sets limitation to the amount of disk space for Service and Customer agrees to these limitations.
- G. Conduct.** Customer shall not use the Service for any illegal purpose. TWP does not control member content. TWP reserves the right, but is not obligated, to remove content published by Customer for any reason.
- H. Liability.** TWP has no liability for matters outside its control and no liability for special, incidental, or consequential damages.

Terms and Conditions of Use (Continued)

- I. General.** TWP reserves the right to change or update these terms and conditions of use at any time. Any changes or updates will be effective immediately upon posting to the site.
- J. DISCLAIMER OF WARRANTIES.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT: (I) CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. TWP PROVIDES THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, WWW.TEAMWEBPAGES.COM AND THE CUSTOMER WEB SITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. (II) TWP MAKES NO WARRANTY THAT (a) THE SERVICE WILL MEET MEMBER'S REQUIREMENTS, (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND (c) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET MEMBER'S EXPECTATIONS. (III) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR CUSTOMER WEB SITES IS DONE AT CUSTOMER 'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER 'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- K. Indemnification.** Customer agrees to indemnify and hold TWP harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (I) Customer 's breach of this Agreement; (II) any information (including but not limited to Customer Data and Customer's publicly posted information) submitted, posted, or otherwise provided by Customer at the Customer Web Site and/or to TWP; (III) any dispute or litigation between an Indemnified Party and a third party caused by Customer's actions; and (IV) Customer's negligence or violation or alleged violations of any rights of another. These obligations will survive any termination of Customer's relationship with TWP or Customer's use of the Service. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of TWP.
- L. Controlling Law.** This contract is governed by the laws of the State of Wisconsin. Any legal action pertaining to this site or this agreement must be brought in the State or Federal courts located in Dane County, WI.

Customer Signature: _____ **Date:** _____

- 3) **Include a check for \$39.95 made payable to 'Eric Nordeng'.**

- OR -

Include a check for \$51.95 if you would like to use a separate domain name with your site (i.e. www.MyTeam.com), or if you are renewing an account with a separate domain name. Domain Name: _____

Domain names MUST be available for purchase (or already purchased if renewing).

Go to www.checkdomain.com to check availability.

- 4) **Mail the signed form, with payment, to:**

Team Web Pages
c/o Eric Nordeng
1327 Waldorf Blvd
Madison, WI 53719

- 5) **You will receive an email with instructions to activate your web site when we receive your payment.**