

Reel Charter Systems

Terms of Service

October 2009

The use of products and services from Reel Charter Systems LLC [hereafter referred to as “RCS”] constitutes agreement to these terms.

1. Core Application

RCS will host a Core Application website that provides the following functionality to our customers:

- Welcome Page
- Location & Directions
- Pricing and Schedules
- Photo Gallery
- Testimonials
- Charter Availability
- Frequently Asked Questions
- Contact Us
- Captain’s Blog
- About Us
- Administration

Changes to the Core Application website [hereafter referred to as “CoreApp”] will be provided to active customers at no charge. Changes to the CoreApp will be made at the discretion of RCS. Changes include:

- Bug fixes
- Enhancements
- New Pages

All application code, configuration files, and database structures are the property of RCS.

RCS can create additional custom web pages for Customer that are not a part of the CoreApp for an additional fee. RCS reserves the right to add custom web pages created for a specific customer to the CoreApp.

2. Content

Customer is responsible for all of the content displayed by the CoreApp. Content can only be updated using the Administration functions of the CoreApp.

All Customer specific content including images, logos, photographs, domain name, and database entries are the property of Customer.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized use of photographs or any other copyrighted work.

We reserve the right to refuse service to anyone. Any material that, in our judgement, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

All services provided by RCS may only be used for lawful purposes. The laws of the State of Minnesota and the United States of America apply.

The customer agrees to indemnify and hold harmless RCS from any claims resulting from the use of our services.

3. Resource and Bandwidth

RCS Customers will be provided with:

- 200mb of storage for content.
- 20,000mb of bandwidth per month.
- 5 e-mail addresses

4. Support

RCS will provide Customers with unlimited support via e-mail at no charge. RCS will provide phone support for an additional fee. Current RCS rates are \$65 per hour with a 1 hour minimum. Additional time will be billed in 15 minute increments.

5. Backup and Data Loss

Your use of the CoreApp is at your sole risk. Customer is responsible for files and data transferred to RCS and to maintain all appropriate backup of files and data stored on RCS servers.

6. Uptime

RCS will make reasonable efforts to keep Customer's CoreApp available to the public at all times. RCS does not make any guarantees of uptime.

7. Disclaimer

RCS shall not be responsible for any damages your business may suffer. RCS makes no warranties of any kind, expressed or implied for services we provide. RCS disclaims any warranty or merchantability for a particular purpose.

8. Changes to Terms of Service

RCS reserves the right to revise terms of service at any time.