



## Terms of Service Agreement

### 1. Scope of Services

MaddenLeagues.Net handles the initial development of each hosted league site, as well as web hosting, technical support, and all other related issues regarding the site. Additional source code changes and/or modifications that are not part of the initial development will be accepted on an 'as inquired' basis and will be billed at the rate of \$20.00/hour with a 1 hour minimum.

### 2. Ownership of Intellectual Property

The source files, database schemas, and all configuration files (with the exception of the phpBB forum system) are NOT free software. The PHP source code files are protected by the Zend® Guard software package. The licensee is granted (1) ONE non-exclusive, non-assignable, non-transferrable license to use the Automated Statistics System source code developed for the website. The licensee is NOT authorized and agrees NOT to attempt to decompile or reverse-engineer any of the PHP source code. MaddenLeagues.Net retains all intellectual property rights of the source code and league site template unless otherwise specified. Any attempt to make "profit" from a hosted league site is strictly prohibited without the expressed written consent of MaddenLeagues.Net.

### 3. Allowed Modifications

The licensee is permitted to modify or replace any visual element, image file, phpBB forum theme, and any file not otherwise protected (ie: any non-PHP file). The Zend® encoded source PHP pages prevents the modification of individual pages. You may add your own pages to the site by through inclusion of the header.php and footer.php pages as this will encapsulate your additional page content with the site template. Assistance for doing this can be provided upon request.

### 4. Payments

All charges for Services are paid according to the prices applicable to the chosen web hosting subscription. Payment dates are determined by your signup date and are recurring according to PayPal's subscription service. In the event that a subscription payment fails, PayPal will attempt to re-charge the payment again. If payment for service fails on the second attempt, you will be sent a non-payment notice in which you will need to re-subscribe with a different payment method. If after 24 hours, payment for service still has not been made, the account will be suspended temporarily until payment matters are resolved.

### 5. Site Suspension & Termination

MaddenLeagues.Net specifically reserves the right to suspend service to an account. Suspension will only occur for violation of TOS, or for non-payment for services. Suspension will occur for the amount of time to resolve the issue at hand. Terminations will only occur as a last resort if resolution cannot be reached between MaddenLeagues.Net and the account owner.

### 6. Password Protection

MaddenLeagues.Net entrusts the administrative username and password to the league owner for each account at the commencement of the web hosting subscription. This username and password should be kept in your confidence throughout the subscription term. League Owners will be held responsible for all site and network activity, including but not limited to FTP access.

7. Server Maintenance & Uptime MaddenLeagues.Net may temporarily interrupt services for the purposes of maintaining, repairing, or upgrading its server and network. MaddenLeagues.Net will use best efforts to notify you of scheduled maintenance periods. Unscheduled maintenance events may occur due to circumstances beyond our control (including, without limitation to, mechanical, electronic, communications, third-party supplier failure, as well as Acts of God). 8. Legal Stuff In the event that any provision in this agreement is held by a court of competent jurisdiction to be contrary to law, the validity of the preceding provisions shall remain in effect. Any attempt to sublicense, assign, or transfer the rights, duties, or obligations hereunder is void. This Agreement shall be governed by the laws of the United States of America.