

Off the Blocks.org Terms and Conditions
V 4.1 revised June 2008

nHarmony, Inc., provides this web hosting service, graphics, layouts, and all scripts and code referred to as "Off the Blocks", also known as offtheblocks.org and offtheblocks.com, to the client "as is" and subject to the terms and conditions set forth below. Use of Off the Blocks evidences your agreement to them.

Acceptance of Terms

If you do not agree to the terms of this agreement, do not purchase, use or access the service. By purchasing, using, or accessing Off the Block services you agree to these terms.

Client shall not use Off the Blocks services, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. Client agrees that the Client will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other Web site, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Service other than for use in creating a Web site ("Client Web Site") in accordance with this Agreement. Client agrees that the Client will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. Client will not access other's password protected areas of the website and obtain a copy of other technologies offered as part of Off the Blocks services. If client attempts to access prohibited areas, client may be subject to prosecution.

Client agrees to pay for services online. If other arrangements must be made, Clients agrees to pay a service fee for alternative invoicing and payment.

Client agrees that limits may have to be imposed from time to time to assure that all clients have fair use of the service. This could include, but not be limited to, amount of email or discussion board activity allowed on one client's Site.

With respect to the content on the Client Web Site, Client agrees not to:

1. Post, upload or otherwise transmit any content:

- Which is misleading to others or impersonate any person or entity or falsely state or otherwise misrepresent Client affiliation with a person or entity to others, including, but not limited to, consumers;
- That is inappropriate, harmful to minors, threatening, abusive, harassing, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- That Client does not have a right to post and transmit under any law or under contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- That constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party
- That contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment and/or attempt to access the accounts of others, or attempt to penetrate security measures of offtheblocks.com, its vendors or suppliers or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
- That would impose an unreasonable or disproportionately large load on Off The Block's infrastructure;
- That could be interpreted as unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

2. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements,

procedures, policies or regulations of networks connected to the Service;

3. Sell, distribute, disseminate or link to any sites concerning: firearms, explosives, ammunition, liquor, or tobacco products, or any other products or services which would be reasonably considered to be inappropriate for minors.

Intellectual Property

Other than materials provided by Off the Blocks, Client warrants that it is the owner of all of the materials and information and of the copyrights and other rights therein (or has received permissions from the appropriate owners) which are published, displayed or otherwise contained on Client's Web Site.

By paying service fees, nHarmony, Inc. gives the client permission to access and use the offered services and materials. However, permission to access and use does not grant to you the right to reproduce, copy, or distribute any of Material provided by Off the Blocks by any means, method, or process whatsoever, now known or hereafter developed with the following exceptions: you may use the communication tools provided by the site for the distribution of your content and you may share any media you have placed in any of the software provided as part of the Off the Blocks services.

All text, graphics, layouts, and multimedia content available from Off the Blocks and all related code (including but not limited to HTML, other mark-up languages, and all scripts) within this site are the property of nHarmony, Inc. and/or its affiliates. All material provided by Off the Blocks., including (but not limited to) images, illustrations, multimedia, is protected by copyrights that are owned or controlled by nHarmony and/or its affiliates or by other parties that have licensed their material to them (or posted to the Off the Blocks Web Site pursuant to a user agreement). Material provided by the Off the Blocks Site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way unless the material explicitly states that distribution is acceptable. Modification of the materials or use of the materials for any other purpose is a violation of copyright and other proprietary rights. The use of any such material on any other Web site or computer environment is prohibited.

If you believe any material on this Site is infringing on your copyright, please contact Off the Blocks immediately:
Off the Blocks.

405 S. Walnut Suite 201

Muncie, IN 47305

765-54-1841

questions@offtheblocks.org

No Warranties

Off the Blocks, including any service or any content contained within it, is provided "as is" with no representations or warranties of any kind, either expressed or implied. In particular (but without limitation), Off the Blocks does not warrant that the functions contained in the materials on the site will be uninterrupted or error-free, that defects will be corrected, or that the site or the server that makes them available are free of viruses or other harmful components. Off the Blocks does not warrant or make any representations regarding the use or the results of the use of the materials in the site, in terms of their correctness, accuracy, reliability, or otherwise. You (and not Off the Blocks) assume the entire cost of all necessary servicing, repair or correction. You assume total responsibility and risk for your use of this site, all site-related services, and the content of any sites that may be linked to this site.

Although Off the Blocks attempts to ensure the integrity and accurateness of the services, it makes no guarantees whatsoever as to the correctness or accuracy of the services. It is possible that the website, services, or materials could include inaccuracies or errors, and that unauthorized additions, deletions and alternations could be made to the site by third parties.

In the event that an inaccuracy or other problem arises, please inform offtheblocks.org so that it can be corrected.
Off the Blocks.

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Warning

Off the Blocks makes no warrant as to the safety, reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of any information on the Site. Off the Blocks cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Off the Blocks cannot and does not guarantee or warrant that files available for downloading are free from infection by viruses, worms, Trojan horses or other code that may harm your computer or system. Off the Blocks does not warrant that services will be delivered to you over the Internet uninterrupted or error-free or that defects will be corrected. Clients are responsible for implementing and maintaining adequate procedures and safeguards. Use of all information, including web pages, bulletin boards, email, and other technologies provided is done at your own risk.

Client shall indemnify, defend and hold harmless Off the Blocks, its partners, owners, managers, employees and agents from and against any and all losses, damages, liabilities, demands, claims, suits, actions, including reasonable attorneys' fees and court costs, which may arise from or relate to: (a) any unauthorized act or omission of Client in conjunction with the performance of this Agreement; (b) any of the services or materials provided to Client under this Agreement, or (c) Client breaching any of the warranties set forth any place in this Agreement. The indemnification contained herein shall survive the termination of this Agreement.

Limitation of Liability

Off the Blocks, its partners, owners, managers, employees and agents, are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the services and/or content, or information contained within the Site. Your sole remedy for dissatisfaction is to stop using the services.

Content

The information and opinions expressed on user Web pages, bulletin boards, chat rooms, or other forums conducted on the site are not those of Off the Blocks or its partners, owners, managers, employees and agents. Off the Blocks merely provides the Internet Services by which third parties are able to post information. While Off the Blocks may remove any such content provided by third parties for any reason whatsoever, Off the Blocks does not undertake to review or monitor such discussions or Web page content. Off the Blocks, its partners, owners, managers, employees and agents makes no representations or warranties regarding that information or those opinions. Neither Off the Blocks, its partners, owners, managers, employees and agents or related entities or its content providers are responsible or liable to any person or entity whatsoever, including (without limitation) persons who may use or rely on such data or materials, or to whom such data or materials may be furnished, for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided at the site.

By developing Web pages through the offtheblocks.org site or providing any other information using other technologies provided by offtheblocks.org (such as a bulletin board), you grant to Off the Blocks and its owner nHarmony, Inc. a non-exclusive, worldwide, royalty-free, perpetual license to any of the information (including but not limited to text, graphics, video, and sound), notes, message or billboard postings, ideas, suggestions, concepts or other material (all such content being referred to as "User Content"). You hereby grant to Off the Blocks and its owner nHarmony, Inc. the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any material and other information (including ideas for new and improved products) all such User Content. When you submit material to the services, you agree that Off the Blocks, along with its owners, has the right to publish or use the material for any type of use as outlined above, including promotional and

advertising purposes.

You shall not submit or otherwise distribute any content that: (a) libels, defames, invades privacy, or is obscene, pornographic, abusive, or threatening; (b) infringes any intellectual property or other right of any entity or person, including (but not limited to) violating anyone's copyrights or trademarks; (c) violates any law; (d) advocates illegal activity; or (e) advertises or otherwise solicits funds or is a solicitation for goods or services (other than services your organization provides to its own members, such as signing up for a swim meet). You agree to indemnify offtheblocks.org and its officers, directors, employees, agents, distributors and affiliates from and against any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the foregoing agreements, representations and warranties.

Operation

Off the Blocks makes various decisions about what browsers and other technologies are compatible with its services and makes no claims that it is equally accessible to all. If you are dissatisfied with the current accessibility, you may inform Off the Blocks, but Off the Blocks is not required to make any adjustments based on your requests. If you find the service unsatisfactory, your only course is to discontinue use of the service. Off the Blocks reserves the right to withdraw, suspend or discontinue any functionality or features, including the cessation of all activities associated with the services for any reason what so ever.

By visiting or using Off the Blocks services, you give permission for your activities to be monitored and logged for any purposes.

Our use of your email and other contact information is not intended to be used for unsolicited email or spam. Your email address may be used in the following ways: (1) to send you emails concerning your service or issues concerning this contract; (2) to periodically send you email containing announcements or changes to Off the Blocks services; (3) surveys or links to surveys concerning current services and possible services that could be added. You will have the opportunity to "opt-out" of any announcement email sent, but not emails concerning your service or the contract.

Off the Blocks reserves the right to change the terms or policies regarding the use of the services at any time and to notify you by posting an updated version on the Off the Blocks website.

General Provisions

In any action brought under this Agreement, Off the Blocks and nHarmony, Inc. shall be entitled to recover its actual costs, including travel costs and lost work time, and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

This Agreement shall be governed by, interpreted, construed and enforced under the laws of the State of Indiana without regard to the conflict of laws provisions thereof.

Any and all actions brought by either party against the other in connection with or arising out of this Agreement shall be brought only in a court of appropriate jurisdiction in Delaware County, Indiana, or in the United States District Court for the Southern District of Indiana. Client hereby submits itself to the jurisdiction of any and all such courts for purposes of any litigation between the parties in connection with or arising out of this Agreement and waives any defense it may have based on jurisdiction or venue.