Terms of Use

These *Terms of Use* are the full agreement and understanding between Instructional Design Education Associates (aka IDEA) and our clients.

When you submit your application or approve a contract for our services, you agree to comply with all these Terms. We, IDEA, may terminate your account or contract at any time, with or without notice, for not following the Terms, or for doing anything that we think harms our business, other clients, or any other party that may be influenced by our work.

We may change or modify these Terms at any time, which are available for review at https://ideassoc.com. It is your job to review the Terms now and then, so you know how to remain in compliance with the Terms.

Please contact us right away if you feel we are not holding up our end of these terms. You can reach us at (541) 805-8563 or by email.

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Our Services

IDEA offers website hosting, domain name registration, website design/development, graphic design, and workflow design services.

We provide services and accept projects when they make sense and are feasible. If the appropriate facilities, time, equipment, or other resources are not available for certain services, we may not provide those services.

We have the right to refuse services or projects for any reason.

Subscription-based services begin upon your approval and endure for the term we agreed upon with you. Service ends when the term expires, or on the 1st day of the month following your request to terminate services. Your access to controls or dashboards terminates on the expiration day.

Projects begin according to the agreed-upon schedule. Projects are complete when the agreed-upon requirements are met. You will own the copyright to deliverable assets when all project-related invoices are paid.

IDEA reserves the right to add its credits to deliverables when appropriate (e.g., website footer link).

Website Hosting

Web hosting services are billed at a monthly rate on an annual basis.

- Hosting services end upon expiration of the fully paid period. A grace period may be offered at IDEA's discretion.
- Hosting services established at a promotional rate renew at the regular service rate when the promotion period expires.
- If you terminate your hosting service before the end of the current term, any prorations expire on the last day of the month.

IDEA includes email accounts as part of the standard hosting service. You may choose to use the email client/app that comes with the hosting account, or configure a cloud-based email client/app (e.g., Gmail, Outlook) to send/receive email over the internet.

- We may restrict the total data available (website + email) to the advertised limits for your subscription level to maintain the quality of services for all our clients and to protect our systems.
- Exceeding the plan's data limits may result in the need to upgrade your plan.

- When we identify a security threat, IDEA may block suspicious or nefarious communications or messages sent to you from other parties.
- IDEA hosting prohibits mass emailing (>50 recipients per mail) directly from your hosting account. We recommend reliable third-party email services for mass emailing (e.g., MailChimp, Constant Contact, etc.), whose services ensure you are complying with all legal guidelines for the audiences with which you communicate. Violator's account(s) may be suspended or terminated.

Secure Access

When you sign up for website hosting services, you will receive dashboard access with secure credentials. You are responsible for managing additional users, and for enforcing these terms of service.

IDEA retains separate access to your hosting account and website so we can support you as needed. We have the right to suspend or remove any account users who violate our terms of service or pose danger to our ability to continue our business.

If you forget your login information or get locked out (it happens), contact IDEA to request a reset. We may ask for personally identifying information to confirm that you are, in fact, you: the party requesting access who has an account with IDEA.

Multiple repeated recovery requests may result in charges-by-the-hour for our effort.

Hosting Plan Data

Our shared hosting plan includes up to 5 GB of storage and data use (website + email), which meets the needs of our client base: small businesses, start-ups, community organizations, and personal websites.

- Our servers do not support or house enterprise-wide systems, online storage warehouses, or streaming/sharing hubs.
- Clients whose server usage negatively impacts other clients or our overall ability to serve our clientele will be instructed to scale back to an IDEA-sized use of resources, upgrade to a customized higher-level plan, or seek other hosting services better equipped to fill their needs.
- IDEA may suspend or terminate the accounts of persistent over-use offenders.

- Do not resell any of IDEA's services or resources. Any clients whom we discover are reselling our services will have their accounts immediately suspended or terminated.

Domain Registration

IDEA partners with Tucows, the world's second largest registrar, for domain registration services. Therefore, when you use IDEA to register your domain, we expect you to agree also with Tucow's Master Domain Registration Agreement.

It is pronounced *two cows*. We are sure there is a good story there.

We set up automatic domain renewal services upon registration, and that choice remains in effect until you request a change.

Upon securing or transferring your domain to IDEA, we lock your domain to prevent unauthorized transfer. To transfer your domain away from IDEA, contact us by email or phone. We will verify you are the account owner and who you say you are before unlocking the domain.

You are responsible for all domain-related costs. When you sign up for IDEA Hosting services, the domain registration fee is included in the hosting fee. Any exceptions will be explained before we finalize your account.

IDEA may refuse to transfer a domain that carries an unpaid balance. We appreciate customers who pay their bills.

Design Services

IDEA's website, graphic, and workflow design services are custom projects outlined in separate agreements unique to each project. When you agree to the terms of the project scope and cost, we will collaborate with you to ensure you get the product you expect.

IDEA may partner with other businesses or third-party print houses (e.g., Canva, Vistaprint, 4imprint) to fulfill orders. We choose vendors and partners based on our experience and the benefits they provide for the project at hand.

Design work is billed based on time, materials, and expenses. Billing occurs monthly for resources committed in the previous calendar month. Payment is due on receipt of the invoice, and considered late if unpaid at the next billing cycle.

Reimbursement for add-on costs (e.g., new hosting fees, premium subscriptions, printing, supplies) paid for by IDEA will be agreed upon before the costs are incurred.

The Fine Print

All sales of IDEA's services are final. You may request a refund for costs associated with unfulfilled obligations by calling (541) 805-8563. A request does not guarantee a refund.

You may terminate or change your hosting plan at any time by contacting us either by phone or email. In most cases, the effective cancel date will be the last day of the current month.

Domain registrations and renewals cannot be cancelled once in place; they terminate on their expiration date if not transferred to another registrar.

We do not refund or prorate cancelled subscriptions.

Your Responsibilities

When you sign up for IDEA Hosting services, you will be issued a username and password to access the online dashboard(s).

Your job is to:

- Keep your login credentials secure. IDEA will not be held liable for someone else accessing, using, or misusing your login information.
- Maintain your own account and profile information, including current contact information and payment details.
- Keep your website secure.
    - Save your backups in remote storage, such as on your local hard drive or a cloud storage service (e.g., DropBox, Google Drive).
    - Periodically change your password.
    - Use *strong* passwords.
    - Regularly update your software (e.g., WordPress, themes, and plugins).
- Comply with USA laws, and, if not in the USA, comply with the laws of your country.

Activities, conduct, and content IDEA prohibits include:

- Spamming (sending unsolicited email), promoting spam, or condoning the sending of spam.
- Content with or linked to pornography, adult content, materials with sex, or foul language.
- Content that could be used to hack or threaten other websites, or encourage piracy, even for educational reasons.
- Promoting violence.
- Content that may harm or be used to harm other people, especially children and minors (under age 18).
- Selling or promoting products/services prohibited by the law wherever they are received.
- Infringing on or violating anyone else's copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property.
- Doxing, or posting/disclosing any data, details, or private information that identifies people to others without clear permission to do so.

The list above is not comprehensive. In short: be decent to and mindful of those who may visit your site.

Our Responsibilities

At its discretion, IDEA may:

- Review the content of websites hosted on its servers for inappropriate or potentially illegal content.
- Decline requests to provide hosting for sites with content that violates our core values.
- Change service rates for clients at the time of renewal.
- Monitor data, bandwidth, and web space usage.
- Suspend or terminate an account for:
    - Exceeding reasonable data usage levels.
    - Failure to pay fees or invoices, or for submitting fraudulent account or payment information.
    - Website contents that become the subject of legal action or threatened legal action against IDEA or any of its affiliates or partners, even if determined that the legal action or threatened legal action holds no merit.
    - Activity deemed as spamming, hacking, or sabotaging, that IDEA deems harmful to our other customers, operations, or reputation.
    - Suspicion or evidence of hosting or distributing malicious or exploitative content such as viruses, malware, or phishing scams.

    - Interfering with IDEA's operations or our other clients' experiences with our services.
    - Any activity that violates any of the Terms in this document.
- Suspend our services at any time for any length of time as needed, without penalty or liability to IDEA or its owners. While unlikely, we may need to temporarily suspend services for technical reasons, or to maintain network equipment or facilities.

Communications from IDEA

Unless we post other instructions on our website, IDEA considers communications about our services and products as "delivered" when we send them by email, registered mail, or ground-delivery couriers using the most current contact information we have for you.

- Hard copy notices are considered delivered upon your receipt.
- Email notices are considered delivered at transmission date/time.

Liability & Indemnification

We provide services according to the terms you agree to when you sign up for service or approve a project proposal. You use IDEA's services at your own risk.

IDEA and its owners, agents, or employees will not be held liable for:

- Direct, indirect, or incidental damages or loss due to our services or associated with your website or other IDEA services or products you use.
- Damages, injury, or economic loss you experience from using our services in concert with these Terms.
- Any damages or loss resulting from notifying officials of potentially illegal content on your website, for providing copies of your data files to the appropriate authorities, or for cooperating with law enforcement with investigations into illegal content or illegal conduct.

You agree to indemnify and hold IDEA harmless and to reimburse IDEA for all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable related expenses, legal fees, investigation costs) of every nature incurred by IDEA in connection with:

- Your breach of any of these terms.
- Infringing on any copyright, trademark, patent, trade secret or any other intellectual propriety right by content on your website.
- Illegal, pornographic, or discriminatory content on your website.

- Any use of your website aimed at exploiting its visitors, the public, or customers of other businesses or third parties.

Acts of God

We thank God every day for His generous grace and unwavering love.

IDEA is not liable for interruption in service or product delivery when caused by acts of God, natural disaster, declared or undeclared wars, or other events caused by phenomena we cannot control.

As services run smoothly without interruption, we encourage you to thank God as well.

See also Psalm 106:1-3

Privacy Briefing

At IDEA, we follow all applicable laws to protect your privacy in the collection and use of your personal information. In short:

- We only collect/store information that you voluntarily give us via email or other direct entry (e.g., account settings) that you control.
- We will use your information to reply to your inquiries.
- We will not sell or rent your information to anyone.
- When we communicate with you, our email messages will always come from our domain, ideassoc.com.
- We do not disclose your information to any third parties unless you give us your express permission to do so for a specific reason (e.g., to ship an order).
- We may contact you for updates to our policies, for customer service feedback, for product/service updates, or for promotions.
- You may opt out of feedback and promotional contact at any time. Send an email or call (541) 805-8563 to opt out of future contact.

You will find our complete Privacy Policy on our website at http://ideassoc.com.

We may update the Privacy Policy occasionally to keep it fresh and to comply with new or changing laws. Check it out and then to make sure you know what's current.