

# WEBSITE LICENSE AGREEMENT

Revision: 5/1/2005

## 1. INTRODUCTION

Comes now the Author of most of the materials found on the Family Guardian Website, hereinafter called Website, and the Owner(s) of the domain name and Website, who are two separate parties. The Parties are identified individually and by their full legal name at the end of this Agreement. The parties join together in forming this binding contract in pursuit of the best interests of the readers of the Website and of their God.

1. WHEREAS the licensed Website which is the subject of this Website License Agreement may be viewed at the address below:

<http://famguardian.org>

2. AND WHEREAS Owner(s) wishes to donate restricted use of the domain name and Website to Author for charitable and religious ministry purposes. The terms of that restricted use being defined in total by this Agreement.
3. AND WHEREAS the Parties to this Agreement have read and fully understand all the terms of this Agreement and proceed:
  - 3.1. In good faith
  - 3.2. Voluntarily, and absent duress.
  - 3.3. In willful violation of no known legal duty.
4. AND WHEREAS the Parties are undertaking this Agreement for lawful purposes as an effort to effect the following goals, which collectively shall constitute the consideration for both parties:
  - 4.1. Promote the gospel of Christ
  - 4.2. Advance Biblical ethics and Biblical morality.
  - 4.3. Love, serve, educate, and protect their fellow man in fulfillment of the last Six Commandments of the Ten Commandments.
  - 4.4. Obey God's laws by hating evil as mandated by Deut. 6:13, 24; Deut 10:20, and Prov. 8:13.
  - 4.5. Further the goal of exposing, censuring, punishing, and publicizing wrongdoing, deception, and tyranny on the part of public servants.

*". . . In the First Amendment, the Founding Fathers gave the free press the protection it must have to fulfill its essential role in our democracy. The press [and this religious ministry] was to serve the governed, not the governors. The Government's power to censor the press was abolished so that the press would remain forever free to censure the Government. The press was protected so that it could bare the secrets of government and inform the people. Only a free and unrestrained press can effectively expose deception in government. And paramount among the responsibilities of a free press is the duty to prevent any part of the government from deceiving the people and sending them off to distant lands to die of foreign fevers and foreign shot and shell. In my view, far from deserving condemnation for their courageous reporting, the New York Times, the Washington Post, and other newspapers should be commended for serving the purpose that the Founding Fathers saw so clearly. In revealing the workings of government that led to the Vietnam war, the newspapers nobly did precisely that which the Founders hoped and trusted they would do. . ."* [New York Times Co. v. United States, 403 U.S. 713 (1970), Emphasis added]

- 4.6. Defend the following First Amendment rights from anti-whistleblowing activity on the part of public servants in the federal judiciary and the Department of Justice:
  - 4.6.1. Free speech.
  - 4.6.2. Freedom from compelled association with the government.
  - 4.6.3. Freedom of the press.
  - 4.6.4. Freedom to associate together to compile and disseminate information about possible illegal activity committed by government employees.
- 4.7. Defend the privacy and dignity of those who publicize and/or use information about government wrongdoers in the long recognized tradition of "anonymous pamphleteers":

*"Under our Constitution, anonymous pamphleteering is not a pernicious, fraudulent practice, but an honorable tradition of advocacy and of dissent. Anonymity is a shield from the tyranny of the majority"* [McIntyre v. Ohio Elections Commission, (1995), Emphasis added]

**2. TERMS OF RESTRICTED USE AND AGENCY BY AUTHOR:**

Now therefore:

1. The Owner(s) and Author unconditionally accept and agree to abide by the terms of this Website License Agreement.
2. The period of performance shall be 99 years or until the death of Owner(s), whichever occurs first.
3. Author shall execute uncompensated Agency of Owner(s) as described in this Agreement in return for the privilege of restricted use of his/her Website. The time he/she voluntarily donates to this task shall be at his/her discretion.
4. Owner(s) authorizes the following Fiduciary Agency by Author in respect to said Website:
  - 4.1. May post, edit, modify, delete, improve, or remove only educational materials to the Website. Only articles that he has made a good faith effort to verify the accuracy of may be posted. This includes verifying all of the statutory, judicial, and legal references mentioned in the article for accuracy.
  - 4.2. May back up, restore, and otherwise operate the Website.
  - 4.3. May deposit funds with the Internet Service Provider (ISP) to support the periodic hosting fees associated with maintaining the Website, as provided to either Owner(s) or donated by third parties.
  - 4.4. May promptly remove or modify content which has been identified to violate any known copyright in order to avoid legal disputes.
  - 4.5. May post copyrighted materials Author has originated and is the copyright holder for.
  - 4.6. May post public domain information available on other Website that is not copyrighted.
  - 4.7. May license use of materials on the Website and/or specify the terms of use.
  - 4.8. May accept donations relating to the Website and use them to meet expenses of operating the Website.
  - 4.9. Shall ensure that all materials appearing on the Website are covered by a Disclaimer statement and/or Copyright/Software/User license Agreement which indemnifies both Owner(s) and Author from any liability relating to the use of the information or materials on the Website.
  - 4.10. Shall defend both administratively and legally, the copyright and/or user license Agreements on any of the materials posted on the Website, at no cost to Owner(s).
  - 4.11. Shall substitute Himself for any legal liabilities respecting Owner(s) arising out of the operation of the Website.
  - 4.12. If Author is contacted by a third party about the identity or activities or other personal information of either the Owner(s), the Author, or any User, he MUST:
    - 4.12.1. Promptly, within one week, notify Owner(s) of the inquiry, along with as much detail as he can ascertain about the person and/or organization conducting the inquiry.
    - 4.12.2. Demand and obtain in full from the person conducting the inquiry answers under penalty of perjury to the following materials posted on the Website BEFORE responding to their questions about Owner(s), Author, or any Users:
      - 4.12.2.1. *Test for Federal Tax Professionals:*  
<http://famguardian.org/TaxFreedom/Forms/TestForTaxProf/TestForFedTaxProfessionals.htm>
      - 4.12.2.2. *IRS Deposition Questions:*  
<http://famguardian.org/TaxFreedom/Forms/Discovery/Deposition/Deposition.htm>
      - 4.12.2.3. Rebutted version of *The Truth About Frivolous Tax Arguments:*  
[http://famguardian.org/PublishedAuthors/Govt/IRS/friv\\_tax\\_rebuts.pdf](http://famguardian.org/PublishedAuthors/Govt/IRS/friv_tax_rebuts.pdf)
      - 4.12.2.4. Rebutted version of *Congressional Research Service Report 97-59A:*  
<http://famguardian.org/PublishedAuthors/Govt/CRS/CRS-97-59A-rebuts.pdf>
      - 4.12.2.5. Rebuttal to all allegedly false or allegedly illegal information contained in any materials posted on the Website.
5. Owner(s) places the following limits upon Agency of Author in the context of Website:
  - 5.1. May not act for or otherwise obligate Owner(s) in any respect not specifically identified in this Agreement.
  - 5.2. May not maintain the domain or Website physically within the legislative jurisdiction of the federal government of the United States or any state of the United States of America.
  - 5.3. May not sell any item or accept payments related to selling or engage in commercial activity of any kind. This provision excludes unsolicited charitable contributions made by donors to Website.
  - 5.4. May not make promises about the success or effectiveness of any of the information appearing on the Website.
  - 5.5. May not offer legal advice.
  - 5.6. May not engage in any unlawful activity or advocate any unlawful activity to any third party.
  - 5.7. May not prepare, or assist in the preparation of income tax returns.

- 5.8. May not identify the Owner(s) of Website.
  - 5.9. May not respond to legal discovery relating to information about the Owner(s), Author, or any User.
  - 5.10. May not advertise or accept compensation for posting advertising on Website. The Website may only be used for non-profit, charitable use.
  - 5.11. May not post any court orders on the Website that relate to the content, use, or users of the Website, or activities of the Author.
  - 5.12. May not post pornographic, offensive, or degrading information on the Website. The purpose of the Website is to Honor the Lord and our fellow man and to disseminate the Truth with love.
  - 5.13. May not provide any personal information to any third party about Author or any of the users of the Website or contributors of its content, whether in response to a private request or a court order. Such information includes but is not limited to the following type of information:
    - 5.13.1. Name.
    - 5.13.2. Address.
    - 5.13.3. Social Security Number (SSN) or Taxpayer Identification Number (TIN).
    - 5.13.4. Phone number.
    - 5.13.5. Email address.
    - 5.13.6. Date of birth.
    - 5.13.7. Donation history.
6. Owner(s) shall be responsible for:
- 6.1. Authorizing or executing changes to the registered Owner(s) of the domain name.
  - 6.2. Ensuring that Author abides fully by this Agreement.
  - 6.3. Exercising discretion to terminate this Agreement and/or the domain name if Author does not abide by it.
  - 6.4. Claiming Fifth Amendment in response to every third party inquiry about Author, his identity, or the extent of his involvement. He can claim Fifth Amendment because if he reveals any information about Author, then he legally becomes responsible and the adjudged party for the legal consequences of whatever information he provides which might adversely affect Author.

### **3. CONFIDENTIALITY OF PARTIES**

The identity of the Owner(s) of this Website shall remain strictly contractually confidential. His signature shall appear on the last page of this Agreement by itself. Author may show all but the last page of this Agreement to anyone when questioned about this Agreement or his agency in respect to Website. Since Author agrees to substitute himself for any legal liabilities of Owner(s) resulting from content posted on Website, he has the duty to claim Fifth Amendment if questioned about the identity, activities, or whereabouts of Owner(s).

### **4. FORUM UNDER WHICH RIGHTS OR LIABILITIES MAY BE LITIGATED**

All rights and liabilities resulting from this contract shall be litigated in an ecclesiastical court of common law and not in any state or federal court. The matter will be decided by an impartial jury of ordinary Users of the Website based on God's Laws found in the Bible, and as summarized below:

[http://famguardian.org/Subjects/LawAndGovt/ChurchVState/BibleLawIndex/bl\\_index.htm](http://famguardian.org/Subjects/LawAndGovt/ChurchVState/BibleLawIndex/bl_index.htm)

The judge shall be an ordained and practicing priest who is not a relative or friend of either party, but may not also be a party to any altercation.

Commandments of men, from either the federal government or state government, shall be "foreign" for the purposes of this Agreement and may not alter impair the rights granted by the Agreement to either party. Both parties agree to maintain their citizenship status as that of a "national" but not a "citizen" under either state or federal law, and to maintain a domicile not within the jurisdiction of any earthly government and in Heaven. This will ensure that they are not subject to the civil laws of any earthly jurisdiction.

***"Independent of these views, there are many considerations which lead to the conclusion that the power to impair contracts, by direct action to that end, does not exist with the general government. In the first place, one of the objects of the Constitution, expressed in its preamble, was the establishment of justice, and what that meant in its relations to contracts is not left, as was justly said by the late Chief Justice, in Hepburn v. Griswold, to inference or conjecture. As he observes, at the time the Constitution was undergoing discussion in the convention, the Congress of the Confederation was engaged in framing the ordinance for the government of the Northwestern***

Territory, in which certain articles of compact were established between the people of the original States and the people of the Territory, for the purpose, as expressed in the instrument, of extending the fundamental principles of civil and religious liberty, upon which the States, their laws and constitutions, were erected. By that ordinance it was declared, that, in the just preservation of rights and property, 'no law ought ever to be made, or have force in the said Territory, that shall, in any manner, interfere with or affect private contracts or engagements bona fide and without fraud previously formed.' The same provision, adds the Chief Justice, found more condensed expression in the prohibition upon the States against impairing the obligation of contracts, which has ever been recognized as an efficient safeguard against injustice; and though the prohibition is not applied in terms to the government of the United States, he expressed the opinion, speaking for himself and the majority of the court at the time, that it was clear 'that those who framed and those who adopted the Constitution intended that the spirit of this prohibition should pervade the entire body of legislation, and that the justice which the Constitution was ordained to establish was not thought by them to be compatible with legislation of an opposite tendency.' 8 Wall. 623. [99 U.S. 700, 765] Similar views are found expressed in the opinions of other judges of this court. In *Calder v. Bull*, which was here in 1798, Mr. Justice Chase said, that there were acts which the Federal and State legislatures could not do without exceeding their authority, and among them he mentioned a law which punished a citizen for an innocent act; a law that destroyed or impaired the lawful private contracts of citizens; a law that made a man judge in his own case; and a law that took the property from A. and gave it to B. 'It is against all reason and justice,' he added, 'for a people to intrust a legislature with such powers, and therefore it cannot be presumed that they have done it. They may command what is right and prohibit what is wrong; but they cannot change innocence into guilt, or punish innocence as a crime, or violate the right of an antecedent lawful private contract, or the right of private property. To maintain that a Federal or State legislature possesses such powers if they had not been expressly restrained, would, in my opinion, be a political heresy altogether inadmissible in all free republican governments.' 3 Dall. 388.

In *Ogden v. Saunders*, which was before this court in 1827, Mr. Justice Thompson, referring to the clauses of the Constitution prohibiting the State from passing a bill of attainder, an ex post facto law, or a law impairing the obligation of contracts, said: 'Neither provision can strictly be considered as introducing any new principle, but only for greater security and safety to incorporate into this charter provisions admitted by all to be among the first principles of our government. No State court would, I presume, sanction and enforce an ex post facto law, if no such prohibition was contained in the Constitution of the United States; so, neither would retrospective laws, taking away vested rights, be enforced. Such laws are repugnant to those fundamental principles upon which every just system of laws is founded.'

**In the Federalist, Mr. Madison declared that laws impairing the obligation of contracts were contrary to the first principles of the social compact and to every principle of sound legislation;** and in the *Dartmouth College Case* Mr. Webster contended that acts, which were there held to impair the obligation of contracts, were not the exercise of a power properly legislative, [99 U.S. 700, 766] as their object and effect was to take away vested rights. **'To justify the taking away of vested rights,' he said, 'there must be a forfeiture, to adjudge upon and declare which is the proper province of the judiciary.'** Surely the Constitution would have failed to establish justice had it allowed the exercise of such a dangerous power to the Congress of the United States.

**In the second place, legislation impairing the obligation of contracts impinges upon the provision of the Constitution which declares that no one shall be deprived of his property without due process of law; and that means by law in its regular course of administration through the courts of justice. Contracts are property, and a large portion of the wealth of the country exists in that form. Whatever impairs their value diminishes, therefore, the property of the owner; and if that be effected by direct legislative action operating upon the contract, forbidding its enforcement or transfer, or otherwise restricting its use, the owner is as much deprived of his property without due process of law as if the contract were impounded, or the value it represents were in terms wholly or partially confiscated.** [*Sinking Fund Cases*, 99 U.S. 700 (1878), Emphasis added]

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ (city), \_\_\_\_\_ (state).

<p>_____</p> <p>Signature of Author</p> <p>_____</p> <p>Printed Name</p>	<p>_____</p> <p>Date</p>
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