Website Hosting Terms & Conditions

By using Web Adaptive LLC email and website hosting services, you agree to the following terms and conditions:

1. Materials and Products

1.1 The Client shall ensure that all materials, data, and digital content provided to the Host for use in connection with the Services ("Client Materials") are in a ready-to-use condition. This means that the Client Materials must be in a format that requires no additional manipulation, modification, or conversion by the Host. The Client is responsible for ensuring that the Client Materials meet the technical specifications provided by the Host, including but not limited to format, size, and resolution requirements.

1.2 The Host reserves the right, in its sole discretion, to review, reject, or remove any Client Materials that are uploaded, submitted, or otherwise transmitted to the Host's servers. Reasons for such actions include, but are not limited to, the material being in violation of this Agreement, potentially harmful, illegal, or containing content that the Host deems inappropriate or out of compliance with the Host's content policies.

1.3 Upon rejection of any Client Materials, the Host agrees to promptly notify the Client of the refusal and the reasons for such action. The Host will provide the Client with an opportunity to amend or modify the materials to meet the Host's requirements. The Client is expected to make the necessary amendments or modifications within a timeframe agreed upon by both parties. Failure to do so may result in suspension or termination of the Services, at the Host's discretion.

1.4 The Client affirms that they have the legal right and authority to use and distribute all Client Materials provided to the Host. This includes obtaining all necessary licenses, permissions, and consents required for the lawful use of any copyrighted, trademarked, or proprietary content contained within the Client Materials.

1.5 The Client acknowledges that the Host is not responsible for validating the content, correctness, usability, or legality of the Client Materials. The Client holds full responsibility for ensuring that their materials comply with all applicable laws and regulations, and do not infringe on the rights of any third party.

1.6 In the event that the Host incurs any costs, liabilities, or damages as a result of the Client's failure to comply with these requirements, the Client agrees to indemnify and hold the Host harmless from all claims, damages, losses, and expenses, including reasonable attorneys' fees, related to or arising out of the Client Materials.

2. Electronic Mail Abuse

2.1 The Host strictly prohibits any form of harassment via email or any other communication methods using the Host's services. This includes, but is not limited to, the use of offensive language, sending messages in excessive frequency, or sending messages of excessive size to recipients.

2.2 The Client is expressly forbidden from engaging in the sending of unsolicited bulk email messages, commonly referred to as "spam." This encompasses all forms of unsolicited communications, including commercial advertising, informational announcements, and political tracts. Permission must be obtained from recipients before sending such materials; only those who have explicitly requested or subscribed to receive such messages may be sent them.

2.3 The Client is also prohibited from:
Forwarding or propagating chain letters and engaging in malicious email activities such as "mail bombing" (sending large volumes or many individual pieces of email to a single address or user) and "trolling" (posting controversial messages to elicit reactions).
Forging headers or modifying message identifiers to disguise the origin of the message.
Subscribing any party to an email list without their express permission, or unsubscribing any party without their express permission.
Using the Host's services to collect responses from unsolicited emails sent from any third-party service provider, in violation of this Agreement or the third-party's policies.

2.4 Violations of this Electronic Mail Abuse policy will result in immediate action, which may include suspension or termination of the Client's account, and could lead to civil or criminal penalties. The Host reserves the right to assess an administrative cleanup fee and a deactivation fee at its discretion, in response to violations that necessitate extra effort to rectify.

2.5 The Client agrees to implement adequate measures to prevent the misuse of their email services for abusive purposes. This includes monitoring for and taking action against unauthorized use of their email accounts.

2.6 In the case of a complaint or receipt of unsolicited email from any Client's account, the Host will investigate the matter and take appropriate action. The Client is required to cooperate fully with any investigations by the Host into allegations of email abuse.

2.7 The Client must maintain an up-to-date and accessible abuse handling procedure, including a readily available abuse contact email address (e.g., abuse@clientdomain.com), to allow for the prompt reporting and resolution of any abuse complaints.

3. Violations of Network Security

3.1 The Client is strictly prohibited from engaging in any activity that compromises the security of the Host's network or any other network accessible through the Host's services. This includes, but is not limited to, the following actions:

> a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.

> b. Unauthorized monitoring of data or traffic on any network or system without the express authorization of the owner of the system or network.

> c. Interference with service to any user, host, or network, including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, and broadcast attacks.

> d. Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

> e. Using the Host's services to distribute software that covertly gathers or transmits information about a user or their data without their knowledge or consent (such as viruses, worms, trojan horses, spyware, or other malicious code).

3.2 Violations of system or network security may incur criminal or civil liability. The Host will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.

3.3 The Client is responsible for ensuring that their network and computing environment are configured in a secure manner. The Client must notify the Host immediately of any unauthorized use of their account or any other breaches of security. The Client must also promptly report to the Host any vulnerabilities in Host's systems or networks of which the Client becomes aware.

3.4 In response to a violation of these network security policies, the Host reserves the right to take any one or more of the following actions, at its discretion:

> a. Issue warnings: verbal or written.

> b. Suspend the Client's account.

> c. Terminate the Client's account.

d. Bill the Client for administrative costs and/or reactivation charges.

e. Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

3.5 The Client agrees to cooperate fully with any investigations of system or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

4. Warranty against Unlawful Use

4.1 The Client hereby warrants and represents that all uses of the Host's services and activities conducted through the Client's account will be lawful, both under federal, state, and local laws and regulations, as well as under international laws and treaties where applicable. This warranty extends to all forms of data transmission, data storage, and communications facilitated by the Host's services.

4.2 Specifically, the Client guarantees that they will not utilize the Host's services for the creation, communication, transmission, storage, or dissemination of any material or content that:

a. Violates any law or regulation, including but not limited to those governing copyright, trademark, trade secrets, patent infringement, defamation, obscenity, child pornography, and all criminal laws.

b. Constitutes unauthorized use of intellectual property, trade secrets, or proprietary information, or infringes on the rights of privacy or publicity of any third party.

c. Involves fraudulent activities, promotes phishing or any form of identity theft, or facilitates any other activity intended to deceive or harm others.

d. Engages in or promotes any activities that may be harmful to the Host's network or other users, including but not limited to, sending viruses, worms, trojan horses, or harmful code.

4.3 The Client acknowledges that failure to comply with this warranty constitutes a breach of this Agreement, which may result in immediate termination of services without notice, at the Host's sole discretion. Additionally, the Client understands that such unlawful use may subject them to civil and criminal penalties under applicable laws.

4.4 The Host reserves the right, but not the obligation, to review and monitor all content and activities on the Client's account to ensure compliance with this Agreement. The Host also

reserves the right to take proactive measures to remove or block access to any content or activity that, in the Host's sole judgment, violates this warranty against unlawful use or any other provision of this Agreement.

4.5 In the event of termination due to unlawful use, the Client will not be entitled to any refunds or credits for any prepaid services or fees. Furthermore, the Client agrees to indemnify and hold harmless the Host, its affiliates, officers, directors, agents, and employees from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of the Client's unlawful use of the services or violation of this warranty.

5. Service Level Agreements (SLAs)

5.1 Service Availability: The Host guarantees a 99.9% uptime service level agreement (SLA) for the Client's website hosting and email services. This uptime percentage is calculated on a monthly basis, excluding scheduled maintenance periods which will be communicated to the Client in advance.

5.2 Service Credits: In the event that the Host fails to meet the guaranteed uptime of 99.9%, the Client will be eligible for service credits. These credits will be calculated as a percentage of the monthly service fees paid by the Client for the services affected, according to the following scale:

>   99.0% to 99.8% uptime: 5% credit
>   98.0% to 98.9% uptime: 10% credit
>   Below 98.0% uptime: 15% credit

5.3 Claiming Credits: To claim a service credit, the Client must submit a request to the Host's customer support within 30 days of the reported downtime. The request must include the dates and times of the unavailability. The Host will review downtime reports, and if it confirms the downtime exceeded the SLA, credits will be applied to the Client's account within 60 days of the Client's request.

5.4 Exclusions: The uptime commitment does not apply to periods of unavailability caused by:

Scheduled maintenance, as previously communicated to the Client.
Circumstances beyond the Host's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Host's employees), Internet service provider failures or delays, or denial of service attacks.
Client-side issues, including but not limited to, configuration errors, third-party software or hardware, or Client's use of the service in a manner inconsistent with the terms of service.

5.5 Modification of SLA Terms: The Host reserves the right to modify the terms of this SLA with prior notice to the Client. Any changes will be communicated through official channels, including email notifications and updates to the Host's website.

5.6 Limitations: Service credits constitute the Client's sole and exclusive remedy for any breach of this SLA. The total amount of service credits awarded in any given month will not exceed the total monthly service fee paid by the Client for the affected services.

6. Data Protection and Privacy

6.1 Compliance with Data Protection Laws: The Host is committed to safeguarding the privacy and security of all personal data processed as part of the services provided. Both the Host and the Client agree to comply with all applicable data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR) for clients within the European Union, and similar legislation in other jurisdictions.

6.2 Data Processing Agreement (DPA): Where the processing of personal data is involved, the Host and the Client shall enter into a separate Data Processing Agreement (DPA) that outlines the specifics of data processing activities, the responsibilities of each party, and the measures in place to protect the data.

6.3 Data Security: The Host implements industry-standard security measures to protect against unauthorized access to, alteration, disclosure, or destruction of personal data. This includes, but is not limited to, encryption, firewalls, and access controls. The Client is responsible for ensuring that any personal data provided to the Host is done so in compliance with relevant data protection laws.

6.4 Data Breach Notification: In the event of a data breach that affects personal data, the Host will promptly notify the Client without undue delay, and within the timeframe mandated by applicable law. The notification will include details of the breach, the type of data affected, and the actions taken to mitigate and resolve the breach.

6.5 Client Responsibilities: The Client is responsible for ensuring that any personal data provided to the Host has been collected in compliance with applicable data protection laws, including obtaining any necessary consents from data subjects. The Client must also cooperate with the Host in complying with data protection laws, including requests from data subjects to exercise their rights under such laws.

6.6 Use of Subprocessors: The Host may use third-party subprocessors to provide certain services. The Host ensures that all subprocessors are bound by contractual terms that are as protective as those set out in this Agreement, particularly concerning data protection and security.

6.7 Data Transfer: If personal data is transferred across borders, the Host will ensure that such transfers comply with applicable data protection laws. This includes ensuring that transfers outside of the European Economic Area (EEA) are subject to appropriate safeguards, such as Standard Contractual Clauses (SCCs) or equivalent mechanisms.

6.8 Data Retention: The Host will retain personal data processed on behalf of the Client for no longer than is necessary to provide the services or as required by applicable law. Upon termination of the services, the Host will delete or return personal data to the Client, in accordance with the Client's instructions and applicable legal requirements.

7. Disaster Recovery and Data Backup

7.1 Data Backup Procedures: The Host commits to regular backups of Client data to protect against data loss. Backups are scheduled as follows:

Daily incremental backups, capturing only the data that has changed since the previous backup. Weekly full backups, capturing all data in its entirety.

7.2 Backup Retention: Backup data will be retained for a period of 30 days from the date of creation, after which it will be securely deleted. The Client may request longer retention periods, subject to additional fees and written agreement.

7.3 Disaster Recovery Plan: The Host maintains a comprehensive disaster recovery plan designed to ensure rapid restoration of hosting services in the event of a major hardware failure, natural disaster, or other catastrophic events. This plan includes:

Regular testing and updates to ensure the effectiveness of the disaster recovery procedures. Use of geographically diverse data centers to mitigate the risk of data loss due to regional incidents.

7.4 Data Restoration Requests: In the event of data loss or corruption, the Client may request a data restoration from the most recent backup. The Host will make reasonable efforts to restore the Client's data as quickly as possible, subject to the following conditions:

Data restoration services are available during the Host's normal business hours unless otherwise agreed upon in writing.
The Client acknowledges that not all data loss situations can be completely remediated, particularly if data loss occurs between backup intervals.

7.5 Client Responsibilities: The Client is responsible for ensuring that their use of the Host's services complies with any regulatory requirements related to data backup and recovery. This

includes, but is not limited to, maintaining a separate backup of all data stored on the Host's servers.

7.6 Limitation of Liability: While the Host will make every reasonable effort to protect and restore data, the Client acknowledges that no data protection procedure is infallible. The Host cannot be held liable for any data that is irrecoverable, lost, or altered either during or after the data restoration process.

7.7 Notification of Data Breach: In the unlikely event of a data breach affecting backups, the Host will notify the Client immediately upon discovery of the breach, providing details of the impacted data and the corrective actions taken by the Host to secure the data and prevent future occurrences.

8. Acceptable Use Policy (AUP)

8.1 General Use: The Client agrees to use the Host's services only for lawful purposes, in compliance with all applicable laws. The Client is responsible for ensuring that their use of the Host's services does not consume excessive resources or interfere with the activities of other clients.

8.2 Prohibited Activities: Without limitation, the following activities are expressly prohibited under this AUP and may result in immediate suspension or termination of the Client's account:

Illegal Activities: Any activities that are illegal, that promote illegal activities, or that are in violation of any local, state, national, or international laws or regulations.

Security Violations: Attempts to gain unauthorized access to any system, network, or data, including attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.

Network Abuse: Any activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment. This includes network attacks, denial of service attacks, and the distribution of viruses, worms, or other malicious software.

Content Violations: The publication, transmission, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to, copyrighted material; trade secrets; material that is obscene, defamatory, constitutes an invasion of privacy, or promotes violence; material that is threatening, abusive, hateful, or discriminatory; or material that is in violation of any third-party privacy rights.

Spam: Sending unsolicited bulk messages over the Internet, including, but not limited to, email, forums, blogs, SMS, and social media platforms. The use of the Host's services to send spam,

including the use of any other service to send spam which implicates the Host's services, is strictly prohibited.

Resource Misuse: Consuming an excessive amount of server resources (such as processor cycles and memory) that interferes unduly with the normal operation of the server or that affects other clients' use of the services.

8.3 Enforcement: The Host reserves the right to investigate and prosecute violations of this AUP to the fullest extent of the law. The Host may involve and cooperate with law enforcement authorities in prosecuting users who violate the AUP.

8.4 Reporting Violations: Clients and users of the Host's services are encouraged to report violations of this policy by contacting the Host's abuse department.

8.5 Revisions to the AUP: The Host reserves the right to modify this AUP at any time, without notice. It is the Client's responsibility to regularly review the AUP for any changes. Continued use of the Host's services after any such changes shall constitute the Client's consent to such changes.

9. Liability; No Warranty; Limitation of Damages

9.1 Service Provision "As Is": The Client acknowledges that the Host provides its web hosting and email services "as is" and "as available," without any express or implied warranties of any kind. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. The Host does not warrant that the services will be uninterrupted, error-free, or completely secure.

9.2 Liability Limitations: The Host's liability for any claims arising out of or related to this Agreement, regardless of the form of action, shall be limited to the amount the Client paid to the Host for the services during the twelve (12) months prior to the occurrence of the event giving rise to the claim. In no event shall the Host be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

The use or the inability to use the services;
Unauthorized access to or alteration of the Client's transmissions or data;
Statements or conduct of any third party on the service;
Any other matter related to the service.

9.3 Acknowledgment of Risks: The Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, data, and confidential information. The Client agrees that the Host shall not be liable for any such losses or damages.

9.4 Indemnification by Client: The Client agrees to indemnify, defend, and hold harmless the Host, its affiliates, officers, directors, employees, and agents from any and all claims, damages, expenses (including reasonable attorney fees), and liabilities arising out of or related to any third party claim concerning the Client's use of the Host's services in violation of this Agreement or the Client's violation of any rights of a third party.

9.5 Force Majeure: Neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God, or governmental action.

9.6 Acknowledgment: The Client acknowledges having read this section and agrees to all its terms and conditions. By continuing to use the Host's services, the Client indicates their acceptance of this agreement, including this limitation of liability.

10. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

10.1 Intellectual Property Ownership: The Client acknowledges that all rights, title, and interest in any product or service provided by the Host, including but not limited to technology, software, websites, trademarks, and service marks, are owned by the Host or its licensors. Except as expressly stated in this Agreement, no license or right is granted to the Client with respect to any intellectual property rights.

10.2 Client Content and IP Rights: The Client represents and warrants that they own or have obtained all necessary licenses or permissions for all intellectual property contained in the content they use, publish, or share through the Host's services. This includes compliance with laws related to copyrights, trademarks, patents, trade secrets, and other proprietary rights. The Client agrees to indemnify and hold harmless the Host against any claims or liabilities arising from the Client's violation of intellectual property laws.

10.3 IP Infringement Claims: If the Client believes that their intellectual property rights have been infringed upon by another user of the Host's services, or if the Client is accused of infringing upon another party's intellectual property rights, the Client agrees to notify the Host promptly. The Host will investigate the claim and take appropriate action, which may include removing the infringing content, suspending or terminating the service of the infringing party, and/or notifying law enforcement authorities.

10.4 DMCA Compliance: The Host complies with the provisions of the Digital Millennium Copyright Act (DMCA) and maintains a policy for responding to notices of alleged copyright infringement in accordance with the DMCA. Detailed information about the Host's DMCA compliance process, including how to report a claim of copyright infringement, can be found on the Host's website.

10.5 Use of Third-Party Materials: Should the Host provide the Client with access to third-party materials or software as part of the service, the Client agrees to comply with the terms and conditions established by the third-party provider, including but not limited to, any licensing terms related to the use of those materials.

10.6 Avoidance of Infringing Activity: The Host reserves the right to take any preventive or corrective action it deems necessary to protect its interests or comply with the law, including removing content, suspending or terminating service, and cooperating with legal authorities in investigating claims of intellectual property infringement.

11. Change Management

11.1 Objective: The Host is committed to continuously improving its services to provide the best possible experience for its Clients. The Change Management section outlines the process for implementing changes to the services, ensuring that all modifications are carried out in a controlled, secure, and efficient manner.

11.2 Types of Changes: Changes may include, but are not limited to, software updates, hardware upgrades, modifications to network infrastructure, changes to data center locations, and updates to security protocols.

11.3 Notification of Changes: The Host will provide the Client with advance notice of any planned changes that may affect the availability, functionality, or performance of the services. Notification will be provided through the following channels, as appropriate:

Email communication to the primary contact on the Client's account.
Announcements on the Host's client dashboard.
Updates posted to the Host's official website or client support portal.

11.4 Emergency Changes: In the event of an emergency requiring immediate changes to ensure the security, integrity, or availability of services, the Host may perform these changes without prior notice. The Host will, however, inform the Client about the nature of the emergency, the changes implemented, and any actions required by the Client, as soon as reasonably possible.

11.5 Client Feedback: The Host welcomes feedback from Clients regarding any proposed changes. Clients are encouraged to provide feedback through the Host's client support portal or direct communication with their account manager.

11.6 Testing and Implementation: Before implementing any significant changes, the Host will conduct thorough testing to minimize potential disruptions and ensure compatibility. The Host will strive to schedule changes during off-peak hours or maintenance windows communicated to the Client in advance.

11.7 Client Responsibilities: The Client is responsible for ensuring that their systems and software are compatible with any changes or updates provided by the Host. This includes updating client-side software, adjusting configurations, and testing within their environment to ensure continued compatibility.

11.8 Documentation and Support: The Host will provide relevant documentation and support materials for significant changes. This may include user guides, FAQs, and technical support contact information to assist Clients in adapting to the changes.

12. Incident Response and Notification

12.1 Incident Response Plan: The Host maintains a comprehensive incident response plan designed to promptly and effectively address any security incidents that may arise. The plan outlines procedures for incident detection, assessment, containment, eradication, and recovery, as well as subsequent analysis to prevent future occurrences.

12.2 Incident Detection and Assessment: The Host employs various monitoring tools and techniques to detect potential security incidents. Upon detection of a suspected incident, the Host will assess the scope, impact, and severity of the incident to determine the appropriate response actions.

12.3 Notification of Incidents: In the event of a security incident that is likely to affect the Client's data or services, the Host will notify the Client without undue delay after becoming aware of the incident. The notification will provide details of the incident, including:

The nature and scope of the incident.
The type of data that was involved.
The actions taken by the Host to mitigate the incident.
Recommendations for the Client to mitigate potential adverse effects.

12.4 Containment, Eradication, and Recovery: The Host will take prompt actions to contain the incident, eradicate the threat, and recover affected systems and data. Efforts will be made to minimize service disruption and data loss, and to restore the availability and integrity of the Client's services as quickly as possible.

12.5 Client Cooperation: The Client agrees to cooperate with the Host's incident response efforts, including providing any necessary information that may assist in the investigation and resolution of the incident. This cooperation may include implementing recommended security measures to prevent further unauthorized access or data loss.

12.6 Post-Incident Analysis and Reporting: After the resolution of a security incident, the Host will conduct a post-incident analysis to identify the cause of the incident, evaluate the

effectiveness of the response, and implement measures to prevent future incidents. A report of the findings and corrective actions taken will be provided to the Client upon request.

12.7 Legal and Regulatory Compliance: The Host and the Client will comply with all applicable laws and regulations regarding the notification of security breaches. This includes any obligations to notify regulatory authorities and affected individuals if the incident involves personal data or poses a significant risk to individuals' rights and freedoms.

12.8 Continuous Improvement: The Host is committed to continuous improvement of its incident response capabilities. Feedback from incident response activities will be used to enhance security controls, response procedures, and overall resilience against future incidents.

13. Technical Support and Maintenance

13.1 Technical Support Availability: The Host provides technical support services to the Client for issues related to the hosting environment, including server performance, network connectivity, and managed application support. Technical support is available 24/7 for critical issues, with other support requests handled during regular business hours (9:00 AM to 5:00 PM, Monday to Friday, excluding public holidays).

13.2 Support Request Process: Clients can request technical support through the following channels:

Email support for non-urgent issues, with responses typically provided within 24 hours. Telephone support for urgent issues, available 24/7 for critical incidents.

13.3 Maintenance Activities: Scheduled maintenance is necessary to ensure the optimal performance and security of the hosting services. The Host will provide advance notice of scheduled maintenance activities, which may include software updates, security patches, and hardware upgrades. Efforts will be made to schedule maintenance during off-peak hours to minimize impact on the Client's operations.

13.4 Emergency Maintenance: In the case of critical security vulnerabilities or urgent issues, the Host may perform emergency maintenance without prior notice. The Host will communicate the nature of the emergency and expected impact to the Client as soon as feasibly possible.

13.5 Client Responsibilities: The Client is responsible for maintaining their own software and applications hosted on the Host's servers. This includes keeping software up to date and ensuring that custom applications do not introduce security vulnerabilities or consume excessive resources.

13.6 Service Level Agreements (SLAs): The Host commits to specific response times and resolution targets as part of the service level agreement (SLA) with the Client. Details of the

SLA, including the scope of support services, response times, and remedies for service level failures, are provided separately.

13.7 Exclusions from Support Services: Technical support does not cover issues arising from the Client's own software or applications not managed by the Host, issues related to third-party services or integrations, or training on software use. Support for such issues may be available for an additional fee, subject to separate agreement.

13.8 Continuous Improvement: The Host is committed to the continuous improvement of its support and maintenance services. Feedback from Clients is welcome and will be used to enhance the quality and responsiveness of support provided.

15. Age

15.1 Minimum Age Requirement: The Client affirms that they are of legal age to enter into this Agreement. In jurisdictions where the legal age to enter into contracts such as this is higher than 18 years, the Client confirms that they meet the age requirement of their respective jurisdiction.

15.2 Representation and Warranty: By agreeing to these Terms and Conditions, the Client represents and warrants that they have the legal capacity to enter into a binding contract. Clients under the legal age must have the agreement co-signed by a parent or legal guardian, who will then assume all responsibilities and liabilities under this Agreement.

15.3 Account Supervision: Clients who provide access to their hosting account to minors must assume full responsibility for the conduct of the minor and the consequences of any misuse of the services. The Host strongly advises that any account access given to minors is closely supervised by an adult who agrees to be bound by the terms of this Agreement.

15.4 Compliance with Laws: The Client agrees to comply with all applicable laws and regulations regarding online conduct and acceptable content. The Client is responsible for ensuring that their use of the Host's services does not contravene any laws or regulations governing minors' use of the Internet.

15.5 Verification and Enforcement: The Host reserves the right to request proof of age at any stage to verify that minors are not using the service in violation of this Agreement. Failure to comply with age verification requests may result in the suspension or termination of the hosting services.

16. Indemnification

16.1 Client's Indemnification Obligations: The Client agrees to indemnify, defend, and hold harmless the Host, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees,

resulting from any violation of this Agreement by the Client, or any activity related to the Client's account (including negligent or wrongful conduct) by the Client or any other person accessing the services using the Client's account.

16.2 Scope of Indemnification: This indemnification obligation covers claims, demands, and actions related to or arising out of:

The Client's use of and access to the Host's services;
Any breach by the Client of the terms of this Agreement, including but not limited to, infringement of third-party intellectual property rights;
The Client's violation of any law or the rights of a third party;
Any content uploaded, posted, transmitted, or otherwise made available through the Host's services by the Client;
Any transaction or interaction between the Client and any third party, even if facilitated by the Host's services.

16.3 Host's Indemnification Obligations: The Host agrees to indemnify, defend, and hold harmless the Client from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any breach of this Agreement by the Host or any wrongful conduct by the Host or its employees, in connection with the provision of services.

16.4 Notification and Cooperation: Upon receiving notice of a claim or action that may result in indemnification under this section, the indemnified party shall promptly notify the indemnifying party. The indemnifying party will have the right to assume the exclusive defense and control of any matter subject to indemnification under this section, with the indemnified party agreeing to cooperate with any reasonable requests assisting the indemnifying party's defense of such matters.

16.5 Limitation on Indemnification: Indemnification obligations hereunder shall not apply to the extent that the claim or action arises from the indemnified party's negligence, willful misconduct, or breach of this Agreement.

17. Attorneys' Fees

17.1 Recovery of Fees in Litigation: In the event of any litigation, arbitration, or other legal proceeding between the Host and the Client arising out of or related to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees, court costs, and necessary disbursements incurred in the litigation, arbitration, or proceeding.

17.2 Definition of Prevailing Party: For the purposes of this section, a "prevailing party" is defined as the party who is awarded a substantial portion of the remedies sought in the dispute,

either through court decision, arbitration award, or an agreed-upon settlement. Determination of the prevailing party shall be made by the court or arbitration panel.

17.3 Fee Recovery in Enforcement: Should it become necessary for either party to enforce this Agreement or any provision contained within through legal action, the party in whose favor the enforcement is ruled shall also be entitled to recover reasonable attorneys' fees and costs associated with such enforcement, in addition to any other relief granted.

17.4 Limitation on Fee Recovery: This entitlement to attorneys' fees and costs shall not apply to the extent that an attorney's involvement is deemed unnecessary by the court or arbitration panel, or in cases where an amicable settlement is reached prior to the filing of litigation or arbitration.

17.5 Mutual Agreement on Costs: Nothing in this Agreement shall prevent the parties from mutually agreeing to a different allocation of costs and attorneys' fees for any litigation, arbitration, or proceeding, as part of a settlement agreement or otherwise.

18. Notice

1**8.1 Form and Delivery:** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally; on the date of transmission if sent by facsimile or email with confirmation of transmission; or on the third day after mailing if sent by registered or certified mail, return receipt requested, postage prepaid.

18.2 Addresses for Notice: All such communications shall be sent to the parties at the addresses set forth below or to such other address as may be designated by a party in a notice to the other parties:

For the Host:
Web Adaptive LLC
7901 4th St N Ste 300
St Petersburg, FL 33702
support@webadaptive.com

18.3 Electronic Communication: The parties agree that communications and transactions between them may be conducted electronically, where permitted by law.

18.4 Receipt Acknowledgment: Receipt of any notice shall be deemed to occur on the date of delivery if delivered personally, upon confirmation of receipt if sent by email or fax, or five days after being sent by registered or certified mail.

18.5 Change of Address: Either party may change its address for notice by giving written notice of the new address to the other party in accordance with this section.

19. Governing Law

19.1 Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Florida/USA, without giving effect to any choice or conflict of law provision or rule.

19.2 Exclusive Venue: Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in the city of Saint Petersburg, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

19.3 Legal Compliance: The Client agrees to comply with all applicable laws, statutes, ordinances, and regulations regarding the use of the Host's services. The enforcement of this Agreement will be in accordance with the laws of the governing jurisdiction, including matters of construction, validity, and performance.

19.4 International Use: Recognizing the global nature of the Internet, the Client agrees to comply with all local rules and laws regarding online conduct and acceptable content. Specifically, the Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the country in which they reside.

20. Severability

20.1 Validity of Remaining Provisions: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable, if possible, retaining the intent of the parties. If such modification is not possible, the provision shall be severed from this Agreement. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

20.2 Adjustments to Ensure Effectiveness: In the event of the removal or modification of any provision, the parties agree to engage in good faith negotiations to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the economic, legal, and commercial objectives of the invalid, illegal, or unenforceable provision.

20.3 Continued Application: The severability of any provision hereunder shall not affect the obligation of the parties to proceed with the remainder of this Agreement as amended or affected following such severability.

20.4 Court Intervention: Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, the parties hereby request that the court make adjustments to the affected provision(s) rather than wholesale severance, to preserve as much of the intent and agreements of the parties as is legally permissible.

21. Waiver

21.1 No Implied Waivers: The failure or delay of either party to exercise or enforce any right, remedy, or provision of this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or provision preclude any other or further exercise thereof or the exercise of any other right, remedy, or provision.

21.2 Written Waivers: A waiver of any term, provision, or condition of this Agreement shall be effective only if it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

21.3 Cumulative Remedies: The rights and remedies provided in this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

21.4 Specific Waiver Conditions: Any conditions for waiver specified in this Agreement must be strictly complied with and any waiver granted by a party shall not be construed as a waiver of any terms and conditions not specified within that waiver.

21.5 Effect of Waiver on Enforcement: Waiver by either party of any breach of this Agreement shall not limit or affect the waiving party's right to enforce and compel strict compliance with every other term or condition of this Agreement.

22. Termination and Cancellation Policy

22.1 Termination by the Client: The Client may terminate this Agreement at any time by providing 30 days written notice to the Host. To terminate the agreement, the Client must send a written notice of termination to the Host's designated contact address or email, clearly stating the intention to terminate the services.

22.2 Termination by the Host: The Host reserves the right to terminate this Agreement and suspend services to the Client with immediate effect if:

The Client breaches any provision of this Agreement and fails to remedy the breach within 30 days after receiving written notice.
The Client engages in conduct that the Host determines, in its sole discretion, to be illegal, harmful, or offensive.
The Client fails to pay any amounts due to the Host within 30 days after the due date.

22.3 Consequences of Termination: Upon termination of this Agreement for any reason:

All rights and obligations of both parties cease immediately, except for any rights and obligations that, by their nature, are intended to survive termination.
The Client must cease using the Host's services and vacate the hosting space. The Host will provide the Client with a reasonable period, not exceeding 30, to transfer data off the Host's services.
The Client will be responsible for any outstanding fees owed to the Host up to the effective date of termination and may be entitled to a pro-rata refund for any pre-paid fees covering the remainder of the term, subject to the Host's refund policy.

22.4 Cancellation Policy: The Client may cancel specific services provided under this Agreement, subject to the terms and conditions outlined herein, by providing written notice to the Host. Cancellation will take effect at the end of the current billing cycle, and the Client will be responsible for all charges incurred until then.

22.5 Data Retention and Deletion: Upon termination or cancellation, the Host will retain the Client's data for a period of 15 days for the Client's retrieval, after which the Host reserves the right to delete all Client data from its systems without further notice.

22.6 Modification of Services: The Host reserves the right to modify, replace, or discontinue any part of the services offered, at any time, under the terms of this Agreement, with appropriate notice to the Client. The Client acknowledges that such changes may require adjustments on their part.

23. Modification of Terms

23.1 Right to Modify: The Host reserves the right, at its sole discretion, to modify or replace any part of this Agreement at any time. Such modifications may be necessary due to changes in the law, the introduction of new services, changes in business practices, or the need to clarify existing provisions.

23.2 Acceptance of Modifications: Continued use of the Host's services after the effective date of any modifications will constitute the Client's acceptance of the modified terms and

conditions. If the Client disagrees with the changes, their sole remedy is to terminate this Agreement according to the Termination and Cancellation Policy outlined in Section 22.

23.3 Material Changes: In the case of material changes to the terms of this Agreement, the Host will provide a more prominent notice, including, but not limited to, email notification or posting on the service's homepage.

23.4 Review Period: The Client is encouraged to review the Agreement periodically for changes. The date of the most recent revisions will appear on this page, and the Host may, in its sole discretion, provide other means of notice for certain changes.

23.5 Amendments by Agreement: Notwithstanding the above, any amendments to this Agreement made specifically for the Client (such as during negotiations over specific services) must be in writing, signed by both parties, and expressly state that both parties agree to the amendment.

24. Compliance with Laws and Regulations

24.1 General Compliance: Both the Host and the Client agree to conduct their activities under this Agreement in full compliance with all applicable laws, statutes, regulations, and ordinances. This includes, but is not limited to, laws relating to privacy, data protection, intellectual property, consumer protection, spamming, and the export of technical or personal data.

24.2 Data Protection: Specifically, in relation to data protection, both parties will comply with all applicable data protection laws regarding the collection, processing, and storage of personal data. This includes, without limitation, adhering to laws governing the transfer of such data across international boundaries.

24.3 Licenses and Permits: The Client is responsible for obtaining any licenses, permits, or approvals that may be required for the Client to use the Host's services in the manner intended by the Client. This includes ensuring that the content hosted by the Client does not violate any laws or regulations.

24.4 Export Control: The Client agrees to comply with all applicable export and re-export control laws and regulations, particularly those which may restrict the transfer of technology, software, or data to certain territories or countries.

24.5 Notices of Violations: If either party becomes aware of any violation of applicable laws or regulations in connection with the use of the Host's services, that party shall promptly notify the other party and take reasonable steps to mitigate the effects of such violation.

24.6 Cooperation with Legal Authorities: Both parties agree to cooperate fully with any relevant legal authorities in any investigation regarding any alleged illegal activity associated with the services provided under this Agreement.

24.7 Indemnification for Non-Compliance: The Client agrees to indemnify, defend, and hold harmless the Host from any claims, fines, penalties, liabilities, and expenses arising out of the Client's failure to comply with any applicable laws and regulations as outlined in this section.

25. Conflict Resolution and Arbitration

25.1 Initial Dispute Resolution: The Host and the Client agree to make a good-faith effort to resolve any disagreements or disputes arising out of or related to this Agreement through direct communication and negotiation. Before initiating any formal dispute resolution process, the aggrieved party shall provide the other party with written notice of the dispute, allowing for a 30-day period ("Negotiation Period") to resolve the issue amicably.

25.2 Mediation: If the dispute cannot be resolved through direct negotiation within the Negotiation Period, the parties agree to engage in mediation with a mutually agreed-upon mediator in an attempt to resolve the dispute without resorting to litigation or arbitration. Each party will bear its own costs in mediation, and the parties will share equally the fees of the mediator unless otherwise agreed.

25.3 Binding Arbitration: If mediation does not result in a resolution, the parties agree that any unresolved disputes or claims (excluding claims for injunctive or other equitable relief) arising out of or relating to this Agreement or the services provided shall be resolved through binding arbitration, rather than in court, except that each party retains the right to seek injunctive or equitable relief from a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

25.4 Arbitration Rules and Procedures: The arbitration will be conducted by a single arbitrator, selected in accordance with the rules of the American Arbitration Association (AAA), which are hereby incorporated by reference. The arbitration will be held in Florida or another mutually agreed location. The language of the arbitration shall be English.

25.5 Confidentiality: The arbitration proceedings and any resulting awards shall be kept confidential by all parties, except as required in connection with the enforcement of such award or as otherwise required by law.

25.6 Final and Binding Award: The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

25.7 Limitation on Arbitration: The parties agree that any claim must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Effective as of January 01, 2024

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