

TERMS & CONDITIONS / PRIVACY POLICY / OTHER

This Agreement is an agreement between Intelligent Web Solutions (“us,” “we,” or “IWS”) and you (“User” or “you” and “your”). This Agreement sets forth the general terms and conditions of your use of the products and services made available by IWS and of the Intelligent Web Solutions website, as well as the website building program (collectively, the “Services”). By using the Services, you agree to be bound by this Agreement. Please read this Agreement carefully.

We may in our sole discretion change or modify this Agreement at any time, with or without prior notice. In the event of such a change, we will post a notice of any significant changes to this Agreement on the Intelligent Web Solutions website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page, together with any options you may have as a current customer to accept or reject changes, where required by law or otherwise made available. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your account.

NOTICE: this Agreement includes an alternative dispute resolution provision for disputes that may arise between users of our Services and Intelligent Web Solutions or its corporate affiliates. Please see Section 24(b) below which include an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure discussed below.

1. Policies.

Use of the Services is also governed by the following policies. By using the Services, you are also agreeing to the terms of the following policies and agreements.

Privacy Policy: We may, from time to time, collect general information about you, your business or other information about the device(s) that you access our Services through. We use this information to help improve our services to you, and to keep records in compliance with Federal, State and local laws. We may also use this information to better understand and improve the usability, performance and effectiveness of our website and software. Your personal information may be disclosed in the following circumstances:

Sale of Business: If IWS is involved in a merger, acquisition or sale of its material assets, your information may be disclosed as part of such sale.

Legal Reasons: If IWS receives a subpoena, court order, or otherwise is compelled by law to disclose the information that we maintain, then we shall comply. IWS does not have any requirement to raise objections on your behalf to a validly issues legal request for information.

Partners and Sponsors: To the extent permitted by law, sometimes we might share your information with other third parties to offer you other products and services that we think you may find to be of interest. It is possible to unsubscribe to any unwanted offers using the “unsubscribe” link contained in any one of these emails.

Third Party Service Providers: IWS may from time to time engage third parties to perform certain functions on our behalf. In order to complete such functions, they may need to have access to your data. In such circumstances, our Third Party Providers are not authorized to use or disclose your information except as described above.

Impermissible Usage Policy: You may not use our Services or our website for any unlawful or harmful activity. Such activities include, but are not limited to:

Disclosing private sensitive personal information about others;

Distributing malware or other malicious code;

Engaging in the unlawful distribution of controlled substances and drug contraband;

Engaging in the unlawful distribution of prescription medications, including but not limited to, promotion, marketing or sale of prescription medications without a valid prescription;

Gambling;

(i) Hosting pornography of any kind, an escort service, adult content, or other content that is potential harmful to minors.

(ii) Hosting monetary exchanges, Ponzi or Pyramid Schemes, Money Laundering, or High-Yield Interest Programs;

(iii) Hosting or linking to a website intended to deceive the public;

(iv) Hosting or linking to an anonymous use proxy server;

(v) Infringing upon the intellectual property rights of others, or running any type of file sharing site;

(vi) Phishing or engaging in identity theft; and

(vii) Selling weapons or ammunition.

Copyright Policy: IWS does not approve of copyright violations. To file a notice of alleged infringement with us, please contact us with your contact information, the identification of the copyrighted works, and an identification of the material you are requesting be removed. Additional terms may apply to certain Services, and such additional terms will be made available to you and will be incorporated by reference with such Services.

2. Eligibility; Registration and Account Security

The Services are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to the Services by anyone under eighteen (18) is unauthorized and in violation of this Agreement. By registering for or using the Services, you represent and warrant that you are eighteen (18) years of age or older.

If you use the Services on behalf of another party, company or other organization, you represent and warrant that you are authorized to bind such party, company or organization to this Agreement and to act on behalf of such party, company or organization with respect to any actions you take in connection with the Services.

You agree to (i) provide accurate, current and complete information about you and your organization (if applicable) as prompted by the registration forms ("Registration Data"); (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update the Registration Data and any other information you provide to IWS, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account, whether or not authorized by you.

You acknowledge and accept that despite the security measures Intelligent Web Solutions takes in connection with the Services, IWS's system and/or User Websites (as defined below) may nonetheless become compromised, including without limitation, by hackers, Internet viruses, malware, worms or Trojan horses, or the like. Under such circumstances, Intelligent Web Solutions may take corrective action as it deems appropriate in its sole discretion and you acknowledge and agree that Intelligent Web Solutions shall have no liability to you for any damage or loss that you may incur due to such corrective action.

Intelligent Web Solutions does not recommend the use of the Services for hosting or storing personal or sensitive content and shall bear no responsibility or liability in the event of compromise, loss of, or damage to, any such content.

You are responsible for the security of your User account, User Content and User Websites. You further acknowledge and agree that you are solely responsible for backing-up your User account, including without limitation, all User Content and User Websites.

3. Prohibited Persons (Countries, Regions, Entities, and Individuals).

The Services provided by IWS are intended only for use within the United States of America. Transferred Services, or Services utilized to create information, content, messages or services for territories outside of the United States is prohibited.

4. Intelligent Web Solutions Content.

Except for User Content (as defined below), all content made available through the Services, including images made available through any website builder tools provided by Intelligent Web Solutions (the "Licensed Images"), designs, templates, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively with the Licensed Images, "Intelligent Web Solutions Content"), are the property of Intelligent Web Solutions or its licensors. No Intelligent Web Solutions Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Intelligent Web Solutions Content.

To the extent applicable, you are granted a limited, revocable, non-sublicensable, license to use the Licensed Images solely in connection with the Intelligent Web Solutions Services. You are prohibited from using any Licensed Images: (i) with pornographic, defamatory, or unlawful content or in such a manner that infringes upon any third party's trademark or intellectual property rights; (ii) as a trademark, service mark, or logo; and (iii) portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: (a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities.

Any use of the Intelligent Web Solutions Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to your use of the Services and the Intelligent Web Solutions Content granted herein. All rights of Intelligent Web Solutions or its licensors that are not expressly granted in this Agreement are reserved to Intelligent Web Solutions and its licensors.

5. User Content.

You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you and users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to Intelligent Web Solutions that (i) you have all necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

You acknowledge and agree that Intelligent Web Solutions may, but is not obligated to, monitor User Content and may immediately take any corrective action in IWS's sole discretion, including without limitation removal of all or a portion of the User Content, and suspension or termination of any and all Services without refund of any pre-paid fees. You hereby agree that Intelligent Web Solutions shall have no liability due to any corrective action that Intelligent Web Solutions may take, including without limitation suspension or termination of Services.

You hereby grant to IWS, to the extent necessary to provide the Services, a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content and the User Website; and (ii) make archival or back-up copies of the User Content and the User Website. Except for the rights expressly granted above, Intelligent Web Solutions is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with you.

6. HIPAA Disclaimer.

The Services do not comply with the U.S. Health Insurance Portability and Accountability Act ("HIPAA"). You are solely responsible for compliance with all applicable laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Intelligent Web Solutions does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Users requiring secure storage of "Protected Health Information" as defined under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "Protected Health Information," is a material violation of this Agreement, and grounds for immediate account termination. Intelligent Web Solutions does not sign "Business Associate Agreements," and you agree that Intelligent Web Solutions is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact us by phone or chat.

7. Payment Card Industry Security Standard Disclaimer.

Intelligent Web Solutions complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of your data and billing information. However, you are solely responsible for the security of the data and billing information you collect on your User Website. Intelligent Web Solutions does not monitor User Websites for compliance and therefore we are not able to verify whether any User Website complies with the PCI Standard.

8. User Responsibilities.

You will comply with all applicable laws, rules and regulations in connection with the User Content, User Websites and use of the Services.

You will be solely responsible for all activities conducted on or through a User Website, whether or not authorized by you and any transactions or interactions with end users of your User

Website. You will be solely responsible for providing end users of your User Website with any applicable terms of use and privacy policy, including any required disclosure or explanation of the features of your User Website and any goods or services offered through your User Website.

You will cooperate fully with Intelligent Web Solutions in connection with IWS's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for you to use the Services. Delays in the performance of your obligations under this Agreement will extend the time for IWS's performance of its obligations that depend on your performance.

You will be solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by Intelligent Web Solutions to provide the Services, which hardware and software may be changed by Intelligent Web Solutions from time to time in its sole discretion.

You will be solely responsible for backing-up all User Content off of IWS's servers. This is an affirmative duty. Intelligent Web Solutions is not responsible for the loss of any User Content. Note: It is essential that Users backup files offline, even if user purchases or has backup products provided by IWS.

You are responsible for the security of your User account, User Content, and User Websites. You will maintain at all times, and are responsible for, the security and confidentiality of all account credentials, including your username and password.

You will use your best efforts to ensure that the User Content and User Websites are and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code. You are required to prevent, identify, and promptly remove or disable from your User account, User Content and User Websites any code that may disrupt, disable, harm or cause the misuse of your account, Intelligent Web Solutions Content or the Services in any way (including any malware).

9. Third Party Websites

The Services may contain links to other websites that are not owned or controlled by Intelligent Web Solutions ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Services or any Third Party Content posted on or made available through the Services, including the content, accuracy, offensiveness, opinions, reliability, security, privacy practices or other policies of the Third Party Sites or the Third Party Content. If you decide to access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and our terms and policies do not apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate.

10. Billing and Payment.

Fees Due. You will pay to Intelligent Web Solutions all fees for the Services set forth in the registration form presented to you at the time you order the Services and for all fees for subsequent Renewal Periods at the time of renewal.

Price Increases. Intelligent Web Solutions may increase the fees for the Services (i) in the manner permitted in the applicable description of the particular Services published by Intelligent Web Solutions on the Intelligent Web Solutions website or in a promotional offer (the “Service Description”) and (ii) at any time on or after expiration of the Initial Term by providing thirty (30) days prior written notice to you. Written notice may be in the form of (i) notices and updates provided through the User billing tool provided as part of the Services, (ii) notices and updates otherwise provided through the Services, or (iii) notifications of pricing for renewal terms. It is your sole responsibility to periodically review billing-related information provided by Intelligent Web Solutions through the User billing tool or other methods of communications and notices sent or posted by IWS.

Taxes. The advertised fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services provided hereunder. All such taxes may be added to IWS's invoices for the fees as separate charges to be paid by you. All fees are non-refundable when paid except as otherwise provided herein.

Automatic Renewals. By purchasing the Services, you agree to allow Intelligent Web Solutions to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select. For Services with term lengths of three (3) months or longer, Intelligent Web Solutions shall provide notice of the upcoming charge to User no later than thirty (30) days prior to the payment date for each Renewal Period. This notification will be sent to the contact email address on file for the Account. Unless you disable the automatic renewal option, we will automatically renew the Services up to fifteen (15) days before your renewal date and will take payment from the payment method we have on file. Intelligent Web Solutions may make multiple attempts to collect payment from the payment method on file if the initial attempt is not successful.

Add-On Services. If you purchase certain add-on services from Intelligent Web Solutions such as Domain Privacy, SSL certificates, or any other supplemental service, you may be required to apply the Service to a specific domain name to begin using the Service. Intelligent Web Solutions is not responsible if you fail to apply an add-on to a domain name and will not provide refunds for any purchased but unused Services.

Failure to Pay. If you fail to pay the fees due, we may continue to attempt to collect payment from the payment method on file, suspend, and/or terminate your Services and pursue the collection costs incurred by IWS, including without limitation, any arbitration and legal fees and IWS's reasonable attorneys' fees. If any check is returned for insufficient funds, Intelligent Web Solutions may impose a minimum processing charge of \$25.00 plus any applicable taxes. Accounts will not be activated or reactivated until all outstanding amounts are paid. We are not responsible for any deleted or lost User Content that results from any suspension or reactivation.

Fraud. It is a violation of this Agreement to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. We may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

Disputes. You have thirty (30) days to dispute any charge or payment processed by IWS. If you have a question concerning a charge you believe is incorrect, please contact us and we will investigate. If you initiate a chargeback, there may be a minimum charge of \$50.00 plus applicable taxes to reactivate your account and we reserve the right to suspend your account for the duration of the dispute. Accounts that have an open dispute may be disabled for security purposes

11. Term and Termination of the Services.

Term of Services. The initial term of the Services purchased by you will be for the time-period set forth in the registration form presented to you when you order the Services (the "Initial Term"). Unless you cancel prior to the end of the Initial Term or as otherwise stated in a notice sent to you at least thirty (30) days prior to the expiration of your then-current term, the Services will automatically renew for successive periods of equal length as the Initial Term (each a "Renewal Period"). You acknowledge, agree, and authorize us to automatically bill the applicable fee and/or charge your credit card or other payment method on file up to fifteen (15) days prior to the end of each Renewal Period, unless you terminate or cancel the Services prior to such charge as provided in this section. The "Term" of this Agreement shall include the Initial Term and all Renewal Periods, if any.

Termination Procedure. You may terminate or cancel the Services you purchased at any time during the Term by giving Intelligent Web Solutions notice by phone or online form where provided. The cancellation request is subject to verification of ownership of the account and/or domain, as determined in IWS's sole discretion. In the event of such cancellation, you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. After the account is canceled, all User Content will be permanently removed from the server. Please make a backup of all User Content before you contact Intelligent Web Solutions to cancel your account.

Disabling automatic renewal option. Please see below procedure for opting out of automatic renewal.

Disabling automatic renewal option for basic website builder services. You may disable the automatic renewal option for your account via the Account Renewal form in the control panel. After the account is downgraded to a free domain parking account or deleted, all User Content will be permanently removed from the server. Please make a backup of all User Content before you disable auto-renewal. As long as your Account remains active, other products and services on the Account such as domain names or Domain Privacy will continue to auto-renew.

Disabling automatic renewal option for domain names or other add-on products. You may disable the automatic renewal option for domain names via Domain Central in the control panel. For other add-on services (such as Domain Privacy), please contact Intelligent Web Solutions by phone or chat for assistance.

Termination by IWS. Intelligent Web Solutions may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due hereunder to IWS; (ii) you violate the terms and conditions of this Agreement; (iii) your conduct may harm Intelligent Web Solutions or others, cause Intelligent Web Solutions or others to incur liability, or disrupt IWS's business operations (as determined by Intelligent Web Solutions in its sole discretion); (iv) you are abusive toward IWS's staff in any manner; or (v) for any other lawful reason or as otherwise specified in this Agreement. In such event, Intelligent Web Solutions will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

Modification of Services. Intelligent Web Solutions reserves the right to modify, change, or discontinue any aspect of the Services at any time.

Data Deletion. Upon termination of the Services for any reason, User Content, User Websites, and other data will be deleted. You are always responsible for maintaining back-up copies of all User Content and other data. Intelligent Web Solutions is not responsible for the loss of any User Content. Note: It is essential that Users backup files offline, even if user purchases or has products provided by IWS.

12. Refunds.

Domain Name Refund.

If your plan includes a free domain name and you are entitled to a Money-Back Guarantee Refund pursuant to the terms above, our standard fee of \$16.00 for the domain name (and any applicable taxes) (the "Domain Name Fee") will be deducted from your refund if you would like to keep your domain.

13. Intelligent Web Solutions as Reseller or Licensor.

Intelligent Web Solutions is acting only as a reseller or licensor of certain third-party services, hardware, software and equipment used in connection with the Services ("Non-Intelligent Web Solutions Products"). Intelligent Web Solutions shall not be responsible for any changes in the Services that cause any Non-Intelligent Web Solutions Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Intelligent Web Solutions Products either sold, licensed or provided by Intelligent Web Solutions to you or purchased directly by you used in connection with the Services will not be deemed a breach of IWS's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-Intelligent Web Solutions Product are limited to those rights extended to you by the manufacturer of such Non-Intelligent Web Solutions Product. You are entitled to use any Non-Intelligent Web Solutions Product supplied by Intelligent Web Solutions only in connection with your permitted use of the Services. You shall use your best efforts to protect and keep confidential all intellectual property provided by Intelligent Web Solutions to you through any Non-Intelligent Web Solutions Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-Intelligent Web Solutions Product, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

14. Internet Protocol (IP) Address Ownership

If Intelligent Web Solutions assigns you an Internet Protocol ("IP") address for your use, you shall have no right to use that IP address except as permitted by Intelligent Web Solutions in its sole discretion in connection with the Services during the Term. Intelligent Web Solutions shall retain ownership of all IP addresses assigned to you by IWS, and Intelligent Web Solutions reserves the right to change or remove any and all such IP addresses in its sole discretion.

15. Resource Usage.

Shared Hosting.

Acceptable Use Policy. Website space is intended for use in accordance with IWS's Acceptable Use Policy (as set out above), and is limited to Web files, active e-mail and content of the hosted User Websites, not for storage (whether of media, e-mails, or other data). Website space further may not be used as offsite storage of electronic files, e-mail or FTP hosts. Intelligent Web Solutions expressly reserves the right to review every user account for excessive usage of CPU, bandwidth, disk space and other resources that may be a result of your violation of this Agreement or the Acceptable Use Policy. Intelligent Web Solutions may, in its sole discretion, terminate access to the Services, apply additional fees, or remove/delete User Content for those User accounts that are found to be in violation of Intelligent Web Solutions policies. You hereby agree that Intelligent Web Solutions shall have no liability due to any action that Intelligent Web Solutions may take, including without limitation suspension or termination of Services in connection with your violation of this section.

Unlimited Hosting Space, excessive MySQL files.

Intelligent Web Solutions does not set arbitrary limits on the amount of disk space a User can use for the User's Website, nor does Intelligent Web Solutions charge additional fees based on an increased amount of disk space used, provided User's use of the disk space complies with this Agreement (i.e. files are used for User Websites and not for storage). Accounts with a large number of files can have an adverse affect on server performance. Similarly, accounts with an excessive number of MySQL/PostgreSQL tables (i.e., in excess of 1000 database tables) or of database size (i.e., in excess of 3GB total MySQL/PostgreSQL usage or 2GB MySQL/PostgreSQL usage in a single database) negatively affect the performance of the server. Intelligent Web Solutions may request that a User's number of files/nodes, database tables, or total database usage be reduced to ensure the proper performance of the Services or may terminate User's account, with or without notice.

Unmetered File Transfer.

Intelligent Web Solutions does not set arbitrary limits on the amount of visitor traffic User Websites can receive or on the amount of content a User can upload to User Websites in any given month, nor does Intelligent Web Solutions charge additional fees based on the increased use of bandwidth, as long as User's use of the Services complies with this Agreement. In most cases, User Websites will be able to support as much traffic as User can legitimately acquire. However, Intelligent Web Solutions reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other Users.

17. Parked Domain Services.

By registering for the Services you agree that Intelligent Web Solutions may point your domain name or DNS to one of IWS's or IWS's affiliates web pages as a default landing page, and that they may place advertising on your web page (the "Parked Pages"). You shall have no right to any compensation and shall not be entitled to receive any funds related to the monetization of your Parked Pages. If you do not wish for Intelligent Web Solutions to display Parked Pages on your web page you can opt out of such practice. If you have a Unix account, you can opt out of Parked Pages through your control panel. If you have a Windows account, please contact support for instructions on opting out.

18. Standard and Private-Label Reseller Programs.

In addition to all terms and conditions described in this Agreement, the following shall also be applicable to a User participating in the Intelligent Web Solutions Reseller Program (collectively, the "Reseller"):

Reseller shall ensure that each User signed up by Reseller complies with the terms and conditions of this Agreement.

Reseller cannot make any modifications to this Agreement. Any such alterations shall be deemed a violation of this Agreement and could result in the cancellation of Reseller's accounts. Intelligent Web Solutions is not responsible for any modifications made to this Agreement by Reseller.

In the event that a User signed up by a Reseller is determined to be in violation of this Agreement, Reseller shall, upon receipt of notice of the violation, take prompt action to ensure that the account in question is updated to be in full compliance with this Agreement. In addition, IWS, in its sole discretion, reserves the right to take action directly if Reseller fails to do so.

Intelligent Web Solutions is not responsible for the acts or omissions of Resellers. Reseller hereby agrees to indemnify Intelligent Web Solutions from and against any and all claims made by any User or third party arising from the Reseller's acts or omissions.

Intelligent Web Solutions reserves the right to revise its Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth in any required notice provided by us in connection therewith.

Resellers in the Wholesale Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the Reseller.

The Reseller shall maintain accurate, current and complete contact information on each account and promptly update the contact information and any other information you provide to IWS, to keep such information accurate, current and complete.

19. Technical Support Services.

Except as described otherwise in paragraph (b) below, Intelligent Web Solutions will provide technical support via chat and phone for Intelligent Web Solutions Services ("Technical Support Services"). You will be required to provide as much information as possible to aid our investigation into any issues or problems. By utilizing IWS's Technical Support Services, you grant Intelligent Web Solutions permission to access your account, if necessary, to resolve your issue. You agree that Intelligent Web Solutions and its agents and employees are not liable for any damage resulting from the provision of customer support.

Ineligibility for Technical Support Services. Intelligent Web Solutions will not provide Technical Support Services if (a) you are in breach of this Agreement; (b) the need for Technical Support Services is due to (i) any modification or attempted modification of the Services by you or any third party outside of IWS's control; or (ii) your failure or refusal to implement changes recommended by IWS; or (c) you are abusive toward our staff in any manner.

20. Disclaimer.

You acknowledge and agree that any use of the Services, including any information or content obtained through the Services, is entirely at your own risk. You further acknowledge and agree that Intelligent Web Solutions exercises no control over, and accepts no responsibility for, the content of the information passing through IWS's host computers, network hubs and points of presence or the Internet.

21. Limited Warranty.

Intelligent Web Solutions represents and warrants to you that the Services will be provided in compliance in all material respects with the applicable Services descriptions available on the Intelligent Web Solutions website. Your sole and exclusive remedy, and IWS's sole obligation, for breach of the foregoing warranty shall be for IWS, at its option, to re-perform the defective Services at no cost to you. The foregoing warranties shall not apply to performance issues or defects in the Services (x) caused by factors outside of IWS's reasonable control; (y) that resulted from any actions or inactions of User or any third parties, whether or not authorized by User; or (z) that resulted from your equipment or any third-party equipment not within the sole control of IWS.

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS.” EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, IWS AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “IWS PARTIES”) DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. THE IWS PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES, MALWARE OR OTHER HARMFUL CODE, OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE IWS PARTIES ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY IWS OR IWS’S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. IWS DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. IWS DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR IWS IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

22. Limitation of Liability.

IWS SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL THE IWS PARTIES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY THAT MAY RESULT FROM UNAUTHORIZED ACCESS TO OR MISUSE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, SENSITIVE INFORMATION OR OTHER INFORMATION OR DATA STORED THEREIN, OR INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM INTERRUPTION OF SERVICES,, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, WHETHER OR NOT AUTHORIZED BY YOU, EVEN IF IWS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IWS'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO IWS FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

23. Indemnification.

You agree to indemnify, defend and hold harmless the IWS Parties from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the IWS Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii)

any of your acts or omissions. The terms of this section shall survive any termination of this Agreement.

24. Governing Law and Legal Action.

Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon or arising from an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this Agreement must be brought in a state or federal court located in Boston, Massachusetts. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Both you and Intelligent Web Solutions hereby agree to waive all respective rights to a jury trial of any claim arising out of or relating to this Agreement.

For all Users who signed up for or purchased Services on or after July 1, 2017, the following terms shall apply:

Governing Law and Arbitration.

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

Informal Process First.

You agree that in the event of any dispute between you and IWS, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to arbitration under these terms.

Binding Arbitration.

Any dispute or claim that remains unresolved after the informal dispute resolution described in Section 24(b)(i) except for disputes relating to the infringement of our intellectual property rights or the access or use of the Service in violation of these terms (a "Claim") or Claims seeking more than \$10,000 in damages, will be resolved by binding arbitration, rather than in court, provided that you may assert Claims in small claims court located in Suffolk County, Massachusetts if your Claims qualify.

No Judge or Jury.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these terms as a court would.

Arbitrator and Rules.

The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for

Resolution of Consumer- Related Disputes. These rules can be found on the AAA website at www.adr.org.

Starting an Arbitration.

A party who intends to seek arbitration must first send written notice to IWS's Legal Department of its intent to arbitrate ("Notice"). The Notice to Intelligent Web Solutions should be sent by any of the following means: (i) electronic mail to legal@IWS.com; or (ii) sending the Notice by U.S. Postal Service certified mail to IWS. The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Intelligent Web Solutions may commence an arbitration proceeding.

Format of Proceedings.

The arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.

Fees.

If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, we will pay all other AAA and arbitrator's fees and expenses.

Individual Basis; Jury Trial Waiver.

To the fullest extent permitted by applicable law, you and Intelligent Web Solutions each agree that any proceeding to resolve a Claim will be conducted only in the respective party's individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action ("Class Action"). If for any reason a Claim proceeds in court rather than in arbitration, you and Intelligent Web Solutions each waive any right to a jury trial. You and Intelligent Web Solutions expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Enforcement.

Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods will have no applicability.

Invalidity.

If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Intelligent Web Solutions each agree to the exclusive jurisdiction of the Federal and State courts located in Boston, Massachusetts, and you and Intelligent

Web Solutions each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

Opting Out.

If you do not want to arbitrate disputes with us and you are an individual, you may opt out of this arbitration agreement by sending an email to legal@IntelligentWebSolutions.com within thirty (30) days of the first of the date you access or use the Service.

Confidentiality.

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Governing Law and Jurisdiction for users in the European Union

For users in the European Union, this Agreement, and any non-contractual obligations arising out of, or in relation to it, shall be governed by and construed in accordance with the laws of England and Wales subject only to any mandatory provisions of consumer law in the country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply.

You and Intelligent Web Solutions irrevocably agree that the courts of the country in which you reside shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

25. Miscellaneous.

Independent Contractor.

Intelligent Web Solutions and User are independent contractors and nothing contained in this Agreement places Intelligent Web Solutions and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Headings.

The headings herein are for convenience only and are not part of this Agreement.

Entire Agreement.

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

Severability.

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions (unless otherwise specified) thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

Waiver.

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors.

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of IWS. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Intelligent Web Solutions may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure.

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Third-Party Beneficiaries.

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, you acknowledge and agree that any supplier of a third-party product or service that is identified as a third-party beneficiary in the Service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against you as if it were a party to this Agreement.

Government Regulations.

You may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States (or, if you are outside of the United States, to anyone outside of your national jurisdiction) in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction you operate or do business.

Marketing.

You agree that during the Term Intelligent Web Solutions may publicly refer to you, orally and in writing, as a User of Intelligent Web Solutions to the extent permitted by applicable law. Any other public reference to User by Intelligent Web Solutions requires your written consent.

Contact.

For feedback, inquiries and comments relating to any part of these Terms, including any of the policies described herein, please send all communication to:

If by email - legal@mindsparkconsulting.com

If by ground mail – PO Box 1275 Bruce B. Downs Blvd, Tampa, FL 33647