

WEBSITE HOSTING - TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES.

You will use the services of Addictive Technology Solutions in accordance with all applicable local, state and federal regulations and laws.

Except as otherwise stated, You and Your users will maintain all passwords and login information as strictly confidential and the secure storage of those passwords and login information. For security purposes, We recommend that You regularly changes all account passwords. At no time should You respond to an online request for any password.

2. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

Our service is provided on an "as is, as available" basis. We give no warranty, expressed or implied, for the services, including without limitation, any warranty of merchantability or warranty of fitness for a particular purpose. Any damages incurred by You due to disruption of service by Us or Our providers shall be expressly limited to the fees paid by You for services during the one-month period preceding a claim, and shall under no circumstances include reimbursement for losses of income or other consequential damages claimed by You.

Although we perform regular backups of your site and, we do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, among other things, content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support to you and attempt to troubleshoot any known or discovered issues that may affect your backups, but you acknowledge that we have no liability related to the integrity of your backups or the failure to successfully restore your content to a usable state. You agree to maintain a complete and accurate copy of any site content in a location independent of the hosting services.

IN NO EVENT SHALL ADDICTIVE TECHNOLOGY SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY CLIENT OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF ADDICTIVE TECHNOLOGY SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Our liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by You for the Service which gave rise to such damages, losses and causes of actions during the one-month period prior to the date the damage or loss occurred or the cause of action arose.

You recognise that We exercise no controls whatsoever over the content of information passing through Our network or equipment. Disputes may arise between You and Us related to such content. Such disputes could involve, among other things, the use or misuse of domain names, the infringement of copyrights, trademarks or other rights in intellectual property, defamation, fraud, and the use or misuse of information. You agree that all claims, disputes or wrongdoing that result from, or which are related in any way to, the content of information passing through Our network or equipment are Your sole and exclusive responsibility. Use of the Internet and of the information available through it is at Your own risk.

"Third-Party Services" means certain third-party products or services which are not sold or licensed by Us but which are made available for you, in your sole discretion, to enable or integrate with the hosting service (e.g. third-party themes and plugins available through the WordPress administrative portal). We maintain no control over and disclaim any and all liability for Third Party Services, even where we may have provided limited support or advice to you in relation to such services.

We disclaim any and all liability for:

- i. Third Party Services in the event that the functionality of the website is affected by a recommended third-party update.
- ii. The alteration of website content by hacking, virus, or malware attack.

In these events, support may be offered by Us and at Our discretion, to restore the website functionality. Standard support rates will apply.

3. UP-TIME COMMITMENT

No provider can guarantee 100% server uptime. Servers and systems must be brought offline at times for routine maintenance and upgrades to ensure that Your website will run and perform optimally. However, We strive to keep such service interruptions to a minimum, and, if possible, to give You advance notice of scheduled maintenance routines. There will be times that You will not be able to reach the server due to traffic conditions on the internet, problems occurring at Our upstream providers facilities, or due to hardware or software component failure. Both of these conditions are entirely out of Our control however We will endeavour to rectify the issue as soon as possible to the best of our abilities.

4. PROHIBITED USES

The following content and activities may not be displayed or promoted by You nor associated in any way with Your account or Our services. We shall be the sole arbiter as to what constitutes violation of this provision.

- Copyrighted material used without permission.
- Material that infringes on trademarks.
- Material protected by trade secret or other statute.
- Material or activities judged by Us to be threatening, obscene, disparaging, bullying, hate-related or
- Content or conduct that makes possible or promotes any illegal or prohibited activity. Content that may be damaging to Our servers or to any other server on the Internet.
- Pirated software.
- Unsolicited or bulk e-mail (Spam) or e-mail harvesting software or services.
- Links or reference to any of the above.

5. WEB HOSTING SERVICES

- **Site Access:** We will provide to You a secure connection method such as but not limited to SFTP to enable the You to access their site files, database, configuration files and log files.
- **Domain Name:** If requested by You, We shall cooperate with registering the domain name with a domain registrar. You will own all right, title and interest in the domain name and its intellectual property related. Unless otherwise stated, We will be listed as the administrative, technical and billing contact. All costs associated with this purchase will be invoiced to the You.
- **Site Backup:** We will maintain a backup of your hosting account whilst your hosting account is active. In the event that the web site content and database is required to be restored from Our server image backup then all costs associated with this restore will be charged to the You. A cost will be provided to the You and must be agreed to in writing before the restore work commences. Once a hosting account is cancelled/closed due to non-payment or on request by the You, all previous backups held on Our servers for You will be deleted.

6. HOSTING PAYMENTS

- In the event of a failed payment or non-payment, we will contact you to inform you of the failed payment. We will provide you with 7 days to remedy the failed payment. If a valid form of payment has not been issued and/or services to be rendered have gone unpaid after 7 days from when we first notified you, your hosting account on our server will be suspended until an adequate means of payment has been fulfilled and the financial situation has been resolved.