

WEBSITE HOSTING TERMS OF SERVICE

Dated: June 16, 2020

By using our website hosting service, you are agreeing to the following terms of service:

The Website Hosting Terms of Service is an agreement between Kurt Ness Support, LLC, of N9560 Buchert Lane, Watertown, WI 53904 here as known by “Host”, and the client who signed the General Contract for Web Services, here as known by “Client”. The “Host” will also be used to refer to its employees, agents, or representatives.

“Service(s)” is described in the General Contract for Web Services.

“Agreement” refers to this Website Hosting Terms of Service document.

“Website” refers to the main website of Kurt Ness Support, LLC, which is <https://kurtnesssupport.com>

Updated: 6/16/2020

Effective for New Clients: 6/16/2020

Effective for Existing Clients: 7/16/2020

By using our website hosting service, the Client agrees to the following terms of service:

1. CUSTOMER SERVICE. The Host shall consult with the Client via telephone or electronic mail about how to use of the system on the terms set forth in the Agreement, but will not assist with any services not maintained or controlled by the Host as part of this Agreement. Third-party applications, mail-enabled printers/scanners, web services, and custom transport rules may be supported but will be scoped and billed separately.

2.1. UNMETERED STORAGE AND BANDWIDTH. While Kurt Ness Support, LLC may not measure the amount of storage or bandwidth used, the purpose of the hosting is for hosting websites, and not for archive or storage space. Accounts that are using their hosting account for other purposes besides website hosting may have their account suspended, unless other arrangements are made. This is a share hosting environment, so accounts that are using a majority of resources available may degrade service for all other accounts. Those accounts using a majority of resources, may be asked to move their account to a different hosting solution or be asked to pay a premium cost. Some hosting plans may have limits on storage and bandwidth. *Please consult the Web Hosting Plan attachment for your plan specifics.*

2.2. WEB HOSTING QUOTA. *Please see Web Hosting Plan attachment for plan specifics.*

3.1. CONTENT. The Client represents that it is the owner or valid licensee of all data or content it will upload in connection with the Services (collectively, the "**Content**") and that it has secured all necessary licenses, consents, permissions, waivers, and releases for the use of the Content.

3.2. HOST USE OF CONTENT. The Host may use the intellectual property of the Client to do the following, to the extent necessary to perform the Services:

- a. digitize, convert, install, upload, select, order, arrange, compile and synchronize, use, reproduce, store, process, retrieve, transmit, and hyperlink the Content; and
- b. make archival or back-up copies of the Content.

4. TAXES. Host shall not be liable for any taxes and other governmental fees related to purchases made by Client or from Host' server. Client agrees that they will be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to Client by Host.

5.1. NATURE OF WEBSITE CONTENT: The Client shall not do any of the following:

- a. use the Services under this Agreement to transmit or post any material that contains or contains links to discriminate against anyone based on race, color, creed, ethnicity, sexual orientation, gender identity, gender expression, sex, national origin, religion/faith/spirituality, marital status, ancestry, age, disability, or any other protected class at the Federal, State, or Local levels;
- b. use the Services to transmit or post any material that contains or links to content that is promoted by any registered hate group, including but not limited to Neo-Nazi, Ku Klux Klan, Anti-LGBTQ+, White Nationalism, etc...;
- c. use the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sex, or extreme violence;
- d. use the Services under this Agreement to harm, attempt to harm, or conspire to harm minors in any way;
- e. use the Services under this Agreement to transmit or post any material that harasses, threatens, or encourages bodily harm or destruction of property;
- f. use the Services under this Agreement to make fraudulent misrepresentations or offers, including offers relating to "pyramid schemes" and "Ponzi schemes";
- g. use the Services under this Agreement to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Host or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- h. use the Services under this Agreement to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including the unauthorized copying or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- i. use the Services under this Agreement to collect, or attempt to collect, personal information about third parties without their knowledge or consent;
- j. use the Services under this Agreement for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services, or network equipment is prohibited.

5.2. CONTENT RULING: Kurt Ness Support, LLC will be the sole judge of content on whether it violates this Agreement.

6. AGE. Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Host account are at least 18 years of age.

7. CONTRACTS WITH 3RD PARTIES. Kurt Ness Support, LLC has contracts with multiple third party vendors for services. By using our Services, you are agreeing to the following third party vendors policies:

- a. InMotion Hosting, Inc.'s Terms of Service, Email Policy, Copyright Policy, and Subpoenas Policies: <https://www.inmotionhosting.com/terms-of-service>
- b. InMotion Hosting, Inc.'s Privacy Policy: <https://www.inmotionhosting.com/privacy-policy>
- c. InMotion Hosting, Inc.'s DCMA: <https://www.inmotionhosting.com/dmca-notice>
- d. InMotion Hosting, Inc.'s Acceptable Use Policy: <https://www.inmotionhosting.com/acceptable-use-policy>
- e. NameSilo, LLC's Terms and Conditions: <https://www.namesilo.com/Support/Terms-and-Conditions>
- f. Kurt Ness Support, LLC SuperSite Legal Agreements: <https://kurtnesssupport.supersite2.myorderbox.com/support/legal.php>
- g. Kurt Ness Support, LLC SuperSite 2 Policies: <https://kurtnesssupport2.supersite2.myorderbox.com/support/legal.php>
- h. Enom Terms & Conditions and Privacy: <https://www.enom.com/terms/default.aspx>
- i. Enom Central Terms & Conditions and Privacy: <https://www.enomcentral.com/terms/default.aspx>
- j. CloudFlare Privacy Policy: <https://www.cloudflare.com/privacypolicy/>
- k. CloudFlare Terms of Use: <https://www.cloudflare.com/website-terms/>
- l. Polaris Mail Terms of Use: <https://www.polarismail.com/privacy-policy/>
- m. WHMCS MarketPlace Privacy Policy: <https://marketplace.whmcs.com/policies/privacy>
- n. The Quick SSLTM Subscriber Agreement: http://www.geotrust.com/resources/cps/pdfs/quickssl_SA.pdf
- o. The QuickSSL PremiumTM Subscriber Agreement: http://www.geotrust.com/resources/cps/pdfs/quickssl_premium_SA.pdf
- p. The TrueBusinessIDTM Subscriber Agreement: http://www.geotrust.com/resources/cps/pdfs/True_businessid_SA_4.1.pdf
- q. The TrueBusinessID® Wildcard Subscriber Agreement: <http://www.geotrust.com/resources/legal/terms.htm>

8. ELECTRONIC MAIL ABUSE: Harassment by e-mail, whether through language, frequency, or size of messages, is prohibited. Client may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, Client must not send that person any further e-mail. Clients are explicitly prohibited from sending unsolicited bulk e-mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Clients may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings. Malicious e-mail, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited. Forging of header or any other information is not permitted. Subscribing someone else to an e-mail list or removing someone else from a mail list without that person's permission is prohibited. Host's accounts or services may not be used to collect replies to messages sent from another Internet Service Provider if those messages violate this Agreement or any usage policy of that other provider. Violations of this Agreement will result in immediate account termination and provider reserves the right to charge an administrative clean-up fee of up to \$45 and a deactivation fee of \$10. The Host will also assess a fee of \$2.00 per electronic mail sent that is in violation of this agreement.

9. VIOLATIONS OF NETWORK SECURITY. Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:

- a. Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
- b. Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.
- c. Attempting to interfere with service to any Client, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".
- d. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- e. Taking any action in order to obtain services to which the Client is not entitled.

10. WARRANTY AGAINST UNLAWFUL USE. Host warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.

11.1 FEES FOR VIOLATIONS. The Client is responsible for all fees assessed by the Host for violating this Agreement.

11.2 FEES PASSED ALONG. If the Host is assessed any fee by any service partner, agency, or governmental entity, or other source for the content of the Clients website or for violating any 3rd party service agreement as listed above, the Client will be responsible for those fees.

11.3 FEE AMOUNTS. The Client will be charged the exact fees charged to the Host, along with a Host fee for the violation. If the Host has set a fee amount for a violation, the Client will be charged the fee amount listed in this Agreement, along with the Fee assessed to the Host. If the Host does not have a set fee amount for the violation, the Host will charge 5% of the fee assessed to them, as the Host Fee for the violation.

12.1. HOST SERVICES AVAILABILITY.

The Host shall use reasonable efforts to provide the Services at all times during the Term. However, from time to time Host services may be inaccessible or inoperable for any reason, including:

- a. equipment malfunctions;
- b. periodic maintenance procedures or repairs that the Host may undertake
- c. causes beyond the Host's control or that are not reasonably foreseeable by the Host. The Host shall provide as much advance notice as customary and reasonable for any unscheduled or emergency maintenance.

12.2. 99.9% NETWORK UPTIME. The Host guarantees 99.9% availability of its network, excluding Excusable Downtime (as defined below).

- a. Network uptime includes functioning of all Host network infrastructure including VPN, routers, switches, and cabling.

- b. Network uptime does **not** apply to services or software running on a Host server or other Host hardware components.

12.3. DOWNTIME. Network downtime exists when the Host cannot forward packets on the Client's behalf and is measured from the time the Client opens a trouble ticket with the Host until the server network is available to the Client.

12.4. CREDITS. In the event the uptime falls below 99.9% in any month, the client will receive a \$5 credit applied to their future invoice. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Host's services under this Agreement. Host shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.

12.5. SCHEDULED MAINTENANCE. During Scheduled Maintenance, the Host server might be available, but the Client might not be able to access it. Normal scheduled maintenance ("**Normal Maintenance Window**") occurs at least once a month. Scheduled maintenance may not always include downtime and the Host will use best efforts to communicate and minimize any downtime associated with any maintenance window to four hours or less. Any maintenance requiring downtime will be communicated in advance if at all possible. The Normal Maintenance Window is subject to change at Host's reasonable discretion, and the new Normal Maintenance Window will become effective upon posting to Host's web interface(s) or email notification. The Host will try to limit any maintenance occurring between the hours of 11:00 p.m. and 5:00 a.m. Central Time.

12.6. INFRASTRUCTURE MAINTENANCE. Includes all Host components, including the server(s). During Infrastructure Maintenance, the Host server and other Services may not be available. Scheduled maintenance does not count as downtime and is not included in the calculation of the uptime guarantees. If the Host intends to perform scheduled maintenance outside of the Normal Maintenance Window, the Host shall post a notice to the Host's web interface(s) or email notification to the Client with at least 48 hours' notice if possible.

12.7. EMERGENCY MAINTENANCE. The Host may perform emergency maintenance if there is an immediate, material threat to Host servers or the Host services. The Host will attempt to notify the Client by email before emergency maintenance, but notice depends upon the severity and critical nature of the emergency maintenance. Emergency maintenance does not count as downtime and is not included in the uptime guarantee calculations.

12.8. DOWNTIME EXCLUSIONS. The unavailability of Host services due to the following will not be considered to be downtime (and credits will not be issued) ("**Excusable Downtime**"):

- a. The Client's applications and content, and errors from the Client's own custom scripting or coding;
- b. The Client's configuration(s) outside of the Host infrastructure that affects Host services;
- c. The Client's acts or omissions;
- d. Force majeure;
- e. Services provided by a third party outside of the Host's control;
- f. Maintenance during the Normal Maintenance Window or emergency maintenance;

- g. Downtime to install services Client requests;
- h. Internet traffic exchange points external to Host, including without limitation Network Access Points ("NAPs") and Metropolitan Area Exchanges ("MAEs"), and Internet networks controlled by others;
- i. Or Suspension of services (for example, if the Client doesn't pay the Host).
- j. Large scale attacks against WordPress websites including but not limited to DDoS, and brute force attacks

12.9. CREDIT REQUEST AND LIMITATIONS. To receive a credit, the Client must open a trouble ticket for the problem, and contact a Host Service Representative via support@kurtisness.com within 30 days of the outage or failure and request a credit.

12.10. HOST WILL ONLY PAY CREDITS FOR DOWNTIME OR OUTAGES. The Host is not liable for any damages the Client claims to have suffered because of Host downtime or outages, including the unavailability of software, operating systems, applications, and data.

13. NO WARRANTY; LIMITATION OF DAMAGES:

- a. Client expressly agrees that use of Services provided by Host is at Client's sole risk.
- b. Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.
- c. Host, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Host's records, programs, or services.
- d. Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.
- e. Host makes no warranties or representations of any kind, express or implied, for the services it is providing. Host also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

14. SECURITY. The Host shall locate all content on secure servers with limited access and required access authentication. The Host shall handle all content in accordance with industry best practices and the terms of this agreement. Client is responsible for ensuring their website is secure, and is responsible for using secure passwords.

15. BACK-UP. The Host will keep a weekly backup of the Host's hosting account, including website, databases, files, and email hosting. The Host will maintain a copy of the past month content. Upon request, the host can restore a backup. The Host will provide 1 free restore of data per month. Any additional data restore will have a \$10 content restore fee associated with it.

16. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS. Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

17.1. NO INTELLECTUAL PROPERTY INFRINGEMENT BY HOST. The Host warrants that the use and proposed use of any software, programs, or applications by the Client or any third party to access the Website does not and shall not infringe, and the Host has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party. To the extent the software, programs, or applications used to access the Website infringe on the rights of any such third party, the Host shall obtain a license or consent from such third party permitting the use of such items.

17.2. NO INTELLECTUAL PROPERTY INFRINGEMENT BY CLIENT. The Client represents to the Host and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Host and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. The Client further represents to the Host that its domain names or URL listings do not infringe, dilute, or otherwise violate third-party rights or trademarks.

17.3. HOST PROPERTY RIGHTS. All tools, know-how, and technology leased or licensed to the Host with respect to the hosting of the Website are the sole property of the Host, and the Client has no ownership or other intellectual property rights in or to such items

17.4. CLIENT PROPERTY RIGHTS. All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are the property of the Client, and the Host has no ownership or other intellectual property rights in or to such items.

18. HARDWARE, EQUIPMENT, AND SOFTWARE. Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Host servers. Host makes no representations, warranties, or assurances that Client's equipment will be compatible with Host Services.

19.1. BUSINESS DAYS. The Host will provide all services during open business days. An open business day is Monday through Saturday, from 7AM – 9PM. The Host may work outside of open business days, however is not required to. Sunday and other prespecified days of month will be considered closed days. Holidays and closed days will be specified on the Host's website. Outside of open business days, the Host will provide emergency support.

19.2 EMERGENCY SUPPORT. Emergency support is deemed necessary only if the website is over 40% non-functioning. An example is if a predominantly e-commerce website is not able to accept payments, that would be

considered an emergency. However, if a website that offers some e-commerce functionality, but the main purpose of the website is not e-commerce, and the website is not able to accept payments, that would not be considered an emergency.

19.3. CLOSED DAYS. If emergency support is needed, the Client should call the Host emergency number, and leave a voicemail. Within 24 hours of reaching cell phone reception, the Host will call the Client back.

20.1. CONFIDENTIALITY OF HOST. The Host will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Host, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client (e.g., trade secrets, know-how and confidential information). The Host will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Host will return to the Client all records, notes, documentation and other items that were used, created, or controlled by the Host during the term of this Agreement. The Client may seek and obtain injunctive relief against the release or threatened release of such information in addition to any other legal remedies which may be available.

20.2. DEFEND TRADE SECRETS ACTS. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

20.3. EXCEPTIONS. Any written waiver by the Client of these confidentiality obligations which allows the Host to disclose the Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. Public information can be released to 3rd parties without notice from the Host.

20.4. PUBLIC INFORMATION. Information that is considered public is:

- a. First name of Client
- b. Last Name of Client
- c. Business name
- d. Domain name
- e. Host assigned Client ID number

20.5. PUBLIC INFORMATION FOR DOMAIN NAMES. Domain names have certain information that must be public depending on what domain name is purchased. The following information is required to be public information for domain name registration, renewal, or up keep:

- a. First Name of Client
- b. Last Name of Client
- c. Business name
- d. Address including, street, city, zip code, and country
- e. Phone number
- f. Email address
- g. Other technical aspects found based off domain name search

21.1. NO INTELLECTUAL PROPERTY INFRINGEMENT BY HOST. The Host represents that the use and proposed use of the Website by the Client or any third party does not and will not infringe, and the Host has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the Website, and the use of the Website will not include any activity that may constitute "passing off." To the extent the Website infringes on the rights of any third party, the Host shall obtain a license or consent from that third party permitting the use of the Website.

21.2. NO INTELLECTUAL PROPERTY INFRINGEMENT BY CLIENT. The Client represents to the Host that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Host for inclusion in the Website are owned by the Client, or that the Client has permission from the rightful Client to use each of these elements, and will indemnify the Host and its subcontractors against any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

21.3. CONTINUING CLIENTSHIP OF EXISTING TRADEMARKS. The Host recognizes the Client's interest in all service marks, trademarks, and trade names used by the Client and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Client's right, title, and interest therein, nor shall the Host cause diminishment of value of those trademarks or trade names through any act or representation. The Host may not apply for, acquire, or claim any interest in those service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Host will stop using all of the Client's trademarks, marks, and trade names.

21.4 RIGHTS TO USE. Client expressly warrants to the Host that Client has the right to use any patented, copyrighted, trademarked, trade secret, material which Client uses, posts, or otherwise transfers to Host servers.

22.1. WARRANTY- HOST. The Host shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Host's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the Host's on similar projects.

22.2. WARRANTY - CLIENT. The Client represents and warrants to the Host that the Client owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, and other materials provided by the Client for inclusion in the Website, and that the Client has obtained all waivers, authorizations, and other documentation that may be appropriate to evidence such Clientship. The Client shall indemnify and hold the Host harmless from all losses and claims, including attorney's fees and legal expenses, that may result by reason of claims by third parties related to such materials

22.3. WARRANTY - INTELLECTUAL PROPERTY RIGHTS. The Host represents and warrants that it has the unencumbered right and power to enter into and perform this Agreement and that the Host is not aware of any claims or basis for claims of infringement of any patent, trademark, copyright, trade secret, or contractual or other proprietary rights of third parties in or to any programming or materials included by the Host in the Services or trade names related to the Services. In the event of any claim, charge, suit or proceeding by any third party against the Client alleging such infringement, the Host shall defend such claim, charge, suit or proceeding. The Host shall indemnify and hold the Client harmless from and against any loss, cost, damage or expense (including attorney's fees and legal expenses) incurred by the Client that may result by reason of any such claim, charge, suit or proceeding. The Client shall have the right, if it so desires, to be represented in any such claim, charge, suit or

proceeding by counsel. If any of the programming or materials included by the Host in the Services becomes the subject of an infringement suit, the Client may terminate this Agreement and shall be entitled to a refund of any payments that it has made to the Host under this Agreement. This indemnity shall not apply to materials provided by the Client as contemplated by the following paragraph.

22.4. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

23. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

24. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

25. AGREEMENT CONFLICT. If there is a disagreement between this Agreement and the General Contract for Web Services, the General Contract for Web Services will over-ride this Agreement.

26. CUMULATIVE RIGHTS. Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

27. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

28.1. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

28.2. CHOICE OF FORUM. Both parties' consent to the personal jurisdiction of the state and federal courts in Jefferson County, Wisconsin, USA.

29. ATTORNEY'S FEES. The non-prevailing party in any dispute under this Agreement shall pay all reasonable costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

30. COMPLIANCE WITH LAWS. Both the Host and Client shall comply with all applicable legal requirements governing the duties, obligations, and business practices of their business, and shall obtain any permits, or licenses necessary for its operations. Neither the Host or the Client shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

31. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

32.1 AMENDMENT. This Agreement may be changed at anytime by the Host. The updated Agreement will take effect no less than 30 days after being posted on the Website. The Client will receive an email notification of the new Agreement no less than 30 days prior to the new Agreement taking effect.

32.2 AMENDMENT DISAGREEMENT. In the event the Client not agree with the new Website Hosting Terms of Service or any attachment to this Agreement, the Client will be responsible for securing alternative website hosting. The Client will be responsible for all costs that come along with securing alternative website hosting, including but not limited to, new website hosting costs, website transfer fees, domain name registration fees, and any other fees associated with securing new website hosting. The Host will not provide assistance in the transferring of website or web services to an outside company. The Client must give the Host a minimum of 15-days' notice of stopping of services.

33. AGENTS OF THE HOST. The Host may assign an agent to complete some or all duties of this Agreement. The agent may be an outside organization or may be an employee of the Host. The Host will provide the Client a 15-day notice of the assigning of some or all responsibilities from this Agreement to the agent.

34. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.