

TERMS OF SERVICE/ACCEPTABLE USE POLICY FOR WEB SERVICES

Updated: June 23, 2022

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

The Terms of Services/Acceptable Use Policy for Web Services is an agreement between Ness Web Solutions, 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 document.

“Website” refers to the Client’s website

By using our services, 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.

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.

4.1. 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 hate group, including but not limited to Neo-Nazi, Ku Klux Klan, Anti-LGBTQ+, White Nationalism, Proud Boys, etc...;
- c. use the Services to transmit or post any material that contains or links to content that promotes the overthrowing, insurrection, coup, or attempted coup of the US Federal Government, US States or Territories Governments, or local governments that are located within the United States or its territories, or promotes non-factual information surrounding elections and voting;

- d. use the Services to transmit or post any material that contains or links to content that promotes domestic or international terrorism, domestic or international terrorist groups/organizations, or acts perpetrated by domestic or international terrorist activities;
- e. use the Services to transmit or post any material that contains or contains links to promoting, advertising/marketing, or facilitating prostitution, sex trafficking, or sex slavery;
- f. use the Services to transmit or post any material that contains or contains links to promoting, advertising/marketing, or facilitating enslavement of anyone or any race;
- g. use the Services under this Agreement that contains or contains links to child pornography, harm, attempt to harm, conspire to harm, or be unethical to minors in any way;
- h. use the Services under this Agreement to transmit or post any material that harasses, threatens, or encourages bodily harm or destruction of property, or extreme violence;
- i. use the Services under this Agreement to make fraudulent misrepresentations or offers, including offers relating to "pyramid schemes" and "Ponzi schemes", or deceptive or unlawful marketing;
- j. use the Services under this Agreement to transmit or post any material that contains or contains links for distribution of illegal drugs, drug paraphernalia, controlled substances, or prescription medication (including but not limited to advertising/promotion or the sale of prescription medications without valid licenses for operating as a pharmacy);
- k. 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;
- l. 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;
- m. use the Services under this Agreement to collect, or attempt to collect, personal information about third parties without their knowledge or consent;
- n. 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.

4.2. USER GENERATED CONTENT: The Client is required to have adequate and sufficient policies and procedures to manage and moderate user generated content. The Client is required to have enough user generated content moderators to be able to effectively enforce the rules and policies of the service/website.

4.3. CONTENT RULING: Ness Web Solutions, LLC will be the sole judge of content on whether it violates this agreement.

5.1. VIOLATION NOTIFICATION. If the Client violates this agreement, they will typically have 24 hours to cure the violation. The Client will be notified via email. If the Client does not respond to the email or contact the Host within the allotted time specified in the violation email, the Client's account or Service may be canceled. If canceled, the Client or Registrant are not subject to any refund or loss of use.

5.2. FEES FOR VIOLATIONS. If the Client violates this agreement, they will typically have 24 hours to cure the violation. If they do not cure the violation within the allotted time, the website hosting and other services will be suspended until the violation is cleared up by the Host and the Client will be billed at \$100/hour worked, billed in 15 minute increments, or the Host may terminate the Client's account or Service without refund and/or at regular billing for that time period. The Client is responsible for all fees assessed by the Host for violating this Agreement.

5.3. 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.

5.4. FEE AMOUNTS. The Client will be charged the exact fees charged to the Host, along with a Host fee for the violation of \$100.00 per violation.

5.5. CHILD ENDANGERMENT. If a website violates this agreement in regards to harming, conspiring to harm, or anything related to child endangerment, the account will be terminated immediately without notification, and the Client, website, and all individuals affiliated with the will be reported to law enforcement and the National Center for Missing and Exploited Children (NCMEC). There will be no refunds given in this instance, and the Client will be billed for the entire month of services.

6. 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.

7. 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 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.

8. SECURITY. The Host shall handle all content in accordance with industry best practices for securing the website and the data and the terms of this agreement. Client is ultimately responsible for ensuring their website is secure, and is responsible for using secure passwords.

9. 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.

10.1. 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

10.2. 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.

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

12. CHANGES TO THIS STATEMENT. Ness Web Solutions, LLC reserves the right to change this Terms of Service/Acceptable Use Policy from time to time. We will notify about significant changes to this policy by sending a notice to the primary email address specified in your account 30-days prior to the changes affecting you account. Your continued use of our services after such modifications will constitute your: (a) acknowledgment of the modified Terms of Service/Acceptable Use Policy; and (b) agreement to abide and be bound by that Terms of Service/Acceptable Use Policy.