

# Terms of Service

**Last Update: August 26, 2021**

## General

Thank you for being part of the One Eleven community of customers and users. One Eleven is the name that we use to brand our company's services. Our company is Multiply, LLC ("Multiply", "We", "Our", "Us"), which is the legal entity that accommodates the delivery of all Our services. Multiply was originally established for the purpose of acquiring ICG Link Inc. ("ICG Link") which occurred on August 11, 2017. On October 31, 2019, a related entity called Sitemason, Inc. ("Sitemason") was acquired by Multiply. This Terms of Service Agreement (the "Agreement") applies to all services and holdings of Multiply, whether they are branded as One Eleven or whether they were originally part of ICG Link or Sitemason (collectively, "Services"). This Agreement is between Multiply and anyone who use its Services ("You", "Your", "Customer", or "Customers").

By using the Services, You acknowledge and confirm that You: 1) have read the Agreement; and 2) You accept and agree to be bound by all of the terms and conditions contained in the Agreement, as well as any additional terms, including, but not limited to, our Privacy Policy and our Acceptable Use Policy. You accept full responsibility to ensure that You fully comply with all applicable laws, regulations and directives with regard to Your use of the Services. Your ability to access Our Services does not necessarily mean that Your use is legal under relevant laws, regulations and directives.

If You do not agree to be bound by the terms and conditions of this Agreement, do not use or access the Services. Use of Services is void where prohibited. If You are not legally able or authorized to enter into contracts, You may not use the Services. If You are entering into this Agreement on behalf of another person or on behalf of an organization, You represent and warrant that You are legally authorized and have the capacity to bind the other person or organization. If You are not authorized or if You are deemed to not have such authority, You assume sole personal liability for the obligations set out in this Agreement.

## Services - What Do We Do?

We provide various creative and technical Internet-related services, including but not limited to:

1. Website and application ("App") design - This includes custom templates that establish the visual layout and architecture of web pages and Internet-based Apps. This also includes User Experience ("UX") design intended to accommodate a person's interaction with a website or App. Collectively, these Services are referred to as design ("Design"). These Services are most often billed at an hourly rate and agreed to between You and Us before We start this kind of work.
2. Website and App programming - We employ various programming languages to create code that performs a function or series of functions involving the assembly, manipulation, display, collection, storage and redistribution of data. When permissible, We may use and re-use code that is created by others when programming websites and Apps, following the rules and guidelines of Open-source licensing where applicable. Collectively, these Services are referred to as programming ("Programming") or coding ("Coding"). These Services are most often billed at an hourly rate and agreed to between You and Us before We start this kind of work.
3. Often, Design and Programming Services are performed together and referred to as development ("Development").

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4. **Hosting** - We subscribe to cloud-based computing services from Amazon Web Services (“AWS”) to maintain a redundant system for housing the necessary infrastructure to host websites, Apps, data-bases, files, domain name servers (“DNS”) and email servers. We host Our own Development as well as the Development of third parties. These Services are billed on a recurring monthly, quarterly, semi-annual, or annual subscription basis and can be initiated by You without prior arrangement when You access our billing portal at [secure.oneeleve.digital.com](https://secure.oneeleve.digital) and place an order for a hosting Service. When We accept the order, the recurring billing for Your hosting Service will begin at the frequency requested.
5. **Domain name registration** - We register and renew domain names through partnerships with USA-based registrars that are recognized and accredited by the Internet Corporation for Assigned Names and Numbers (“ICANN”). These Services are billed on a recurring annual or multi-year subscription basis in accordance with the billing practices and guidelines of Our domain name registrar partnerships and, ultimately, ICANN. This Service can be initiated by You without prior arrangement when You access Our billing portal at [secure.oneeleve.digital.com](https://secure.oneeleve.digital.com) and place an order for a domain name registration. When We accept the order, the recurring billing for Your hosting Service will begin at the frequency requested.
6. **Email** - We maintain and manage servers to accommodate the sending and receiving of email which uses a unique domain name owned by a Customer. These Services are billed on a recurring monthly, quarterly, semi-annual or annual subscription basis and can be initiated by You without prior arrangement when You access Our billing portal at [secure.oneeleve.digital.com](https://secure.oneeleve.digital.com) and place an order for a hosting Service. When We accept the order, the recurring billing for your hosting Service will begin at the frequency requested.
7. **Content Management System** - We provide different Content Management System (“CMS”) options to Our customers. A CMS is a software application that can be used to manage the creation and modification of website and App content. Two of Our CMS platforms are proprietary, custom-coded solutions: one was developed at Sitemason (the “Sitemason CMS”) and the other was developed at ICG Link (most commonly known as “Build111” and “Church111”). These systems are now managed and hosted on cloud-based servers with AWS. While We continue to support Customers who use these two CMS solutions, We no longer develop or improve these platforms. They will be discontinued. The Sitemason CMS was discontinued on December 31, 2020 while the ICG Link CMS does not yet have a definitive end date. We provide two other CMS options: 1) We develop, host, update and maintain websites utilizing WordPress, a commonly-used, free, open-source CMS; 2) We resell and support a third-party proprietary CMS called Duda, which includes a responsive website builder tool complete with design templates and additional features and Apps. Duda also hosts its CMS. We typically set up a CMS Service after consultation with You about the best CMS for Your needs.
8. **Marketing** - Performing the typical duties of a digital agency, We consult and advise Customers of marketing strategies and perform the implementation of such strategies, including but not limited to: logo design; content strategy; copy-writing; social media account set-up and management; Google Analytics evaluation and reporting, search engine optimization (“SEO”); digital ad and content creation; online advertising; paid search methods and performance analysis. Other more specialized Services such as photography, video production, and animation are also available. These Services are most often billed at an hourly rate but frequently include additional third-party contracts and costs.
9. **Consulting** - Utilizing Our experience, industry knowledge, and network of collaborators and peers, We advise and consult Customers on a range of topics, often in response to a request to: help solve a problem with an existing project; assess and evaluate the efficacy and possible strategies for architec-

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ture, incubation, and development of an Internet-based idea (collectively called a “Discovery”); perform an audit of an existing project or condition as presented, described or demonstrated by a Customer. These Services are most often billed at an hourly rate but can sometimes be provided at a fixed cost when the scope of a Service is not easily defined or You want to allocate a defined amount to begin with minimal expectation of a fully completed solution.

### **Account Registration - How to Receive Our Services**

To receive Services, You must create an account (“Account”) with Us and provide certain information, including among others: Your name, email address, organization name (if applicable), physical address, phone number and payment information details (“Account Data”). With complete Account Data, We can provide You with one or more Accounts in order to access the Services.

You agree to:

Provide true, accurate, current, and complete Account Data as requested when Your Account is established;

Maintain and promptly update the Account Data to keep it accurate, current, and complete;

Maintain the security and confidentiality of Your password and any other security or access information used by You to access the Services;

Refrain from transferring Your user Account or other confidential data to any other party without Our prior written consent;

Refrain from impersonating any person or entity or misrepresent Your identity or affiliation with any person or entity, including using another person's username, password or other Account Data; and

Immediately notify Us in writing if You become aware of any loss, theft or unauthorized use by any other person or entity of any of Your Account Data in connection with the Services or any other breach of security of which You become aware.

You represent that any communications and all other activities through use of Your Account Data were sent or authorized by You, and You agree and understand that You are fully responsible for all activities that occur with Your Account Data.

By providing Your Account Data to Us, You hereby consent to Us sending, and You receiving, by means of telephone, text, or e-mail, communications containing content of a commercial nature relating to Your use of the Services, including other information and offers from Us that We believe You may find useful or interesting, such as newsletters, marketing, or promotional materials. We shall cease to send any such further communications should You notify Us in writing that You do not wish to receive such commercial content anymore.

Personal Data of another user obtained through Your use of the Site or the Services may only be used by You for the purpose for which such information was provided to You and strictly in accordance with this Agreement, or otherwise subject to such user's prior written consent.

By using any of Our Services, We may choose to feature You or Your use of some of Our Services by publishing names, trademarks, service marks or logos as part of Your use of Our Services, such as on Your website or App. You grant us a perpetual, worldwide, royalty-free, non-exclusive right and license

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to use, including without limitation, names, trademarks, service marks or logos, for the limited purpose of Our marketing and promotional activities. For example, We may feature Your website on Our own website or on Our social media accounts. You waive any claims against Us for this use. You can opt out of being featured by contacting us at [support@oneelevendigital.com](mailto:support@oneelevendigital.com). This does not affect any rights You may have under applicable data protection laws.

### **Licenses**

In providing our Services, We invoke the use of various licenses:

*General Public License* - We provide WordPress and other software and plugins under the GNU General Public License as referenced at <https://wordpress.org/about/license/>.

*Duda* - As an agency reseller of services provided by Duda, We brand Duda CMS Services as BuildOneEleven, BUILD, or CongregationOneEleven. Customers who use these Services are subject to Duda's Terms of Service, including the Duda Proprietary Use License as referenced at <https://www.duda.co/legal/terms>.

*ICANN* - You acknowledge and agree that Your rights to any domain name registered or renewed by Us on Your behalf or otherwise used in conjunction with the Services are not being granted by Us or Our domain registration partners, but are subject to the rules and regulations of ICANN, the related registry and applicable law. As such, in addition to this Agreement, You agree to also abide by any and all terms and conditions promulgated by ICANN, as amended from time to time, which are hereby incorporated and made a part of this Agreement by reference, for all domain name registrations or renewals, including but not limited to, the Uniform Domain Name Dispute Resolution Policy ("UDRP"), as well as any policy that ICANN has established or may establish with respect to Domain Names and/or WHOIS information. Additional ICANN materials as well as Your rights and responsibilities as a domain name registrant under the ICANN Registrar Accreditation Agreement can be found at <http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm>

Users are granted a non-exclusive, non-transferable temporary license, subject to the terms and conditions of this Agreement. Except as described above and where otherwise identified, all Services, software tools, CMS platforms, hardware design, algorithms, software, user interface designs, architecture, class libraries, objects and documentation, network designs, know-how, trade secrets and any related intellectual property rights, including any derivatives, improvements, enhancements or extensions of the above, conceived, reduced to practice or developed during the term of this Agreement, are the property of Multiply. This Agreement does not transfer from Us to You any of the aforementioned technology, and all rights, title and interest in and to it will remain solely with Multiply unless such rights are transferred by a separate agreement. You agree that You will not, directly or indirectly, reverse-engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from Multiply. You further agree that You will not, without Our prior approval, use, copy, download or distribute any material contained on Our websites. All trademarks and service-marks are property of Multiply, unless otherwise noted. The absence of a trademark (TM) or service mark (SM) from a logo does not constitute a waiver of Our trademark or other intellectual property rights concerning that name or logo.

### **Third Party Services**

Our Services enable You to engage, install, add and/or acquire third party services and tools, including apps, images, domain names, add-ons, etc. (collectively, "Third Party Services").

You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to You (bundled with certain Services, offered separately, or otherwise offered anywhere on the

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Services), We only act as an intermediary between You and such Third Party Services, and do not in any way endorse any such Third Party Services, or shall be in any way responsible or liable with respect thereto. We will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between You and any Third Party Services.

Any and all use of such Third Party Services shall be done solely at Your own risk and responsibility, and may be subject to such legal terms which govern such Third Party Services, which You are encouraged to review before engaging with them. We may, at any time and at Our sole discretion, suspend, disable access to or remove from Your account and/or the Services, any Third Party Services – whether or not incorporated with or made part of Your account at such time – without any liability to You or to any end users.

The Services, including without limitation, payment processing, may be handled directly by Us or by online third parties. Where a third party handles a payment, the payment is subject to the terms of use and privacy policy of such third party (including among others payment methods, tax liability, collection and use of Your Account Data, and support levels). We recommend that You review the terms of use and privacy policy of such third parties before submitting any Account Data and using such third parties' services.

### **Your Content**

We do not own nor do We claim ownership of the content that You provide to be included in and/or displayed as part of the Services (“Your Content”). Your Content includes, but is not limited to: information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services, or other materials that You submit. You are responsible for all of Your Content that is uploaded, posted, transmitted or otherwise made available via Our Services. We do not control Your Content or any Content You post via Our Services and You are responsible for any such Content that may be lost or unrecoverable through use of the Services. You are responsible for archiving and backing up Your Content regularly and frequently.

Some of Our Services allow You to import or link certain Content hosted on third-party websites or Apps (“Third Party Content”). This Third Party Content is not owned by Us, and, if it is no longer available or accessible, then those portions of Your creation that reference such Third Party Content will not work.

Some of Our Services provide You with the ability to embed images, animations, videos, audio, fonts, and other Content owned or provided by You or other third parties. The use of such Third Party Content shall be subject to the compliance with the provisions of these Terms and if applicable, the terms of use and/or end user license agreement provided by the third party owning or providing the Third Party Content.

We do not warrant that any Content embedded in a website or App, either generated via automatic import, or placed manually by You, is licensed for use in Your jurisdiction. You are responsible for ensuring You have the appropriate licenses, usage rights or meet the requirements for Fair Use, and/or other laws and rights in Your jurisdiction, that may be required for using any Content.

We may provide certain Content that is subject to proprietary rights of third parties. We have the right, at any time, at Our sole and exclusive discretion to remove such Content from the Services and/or disable access to the Content.

By using the Services, You may be exposed, and hereby assume all associated risks of being exposed, to Content that You may find offensive, indecent, harmful, inaccurate, deceptive, or objectionable. Under no

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circumstances will We be liable for Your Content or any Third Party Content, including, but not limited to, any errors or omissions in Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that We do not pre-screen Content, but that We retain the right (but not the obligation) to refuse, move, or delete any Content that is available via the Services or to suspend or cancel Your use of the Services completely. We retain the right to remove any Content that violates these Terms or is otherwise objectionable in Our sole discretion. If We take such action, You will not be entitled to any reimbursement of any amount paid by You. You bear all risks associated with the use of any Content. You acknowledge and agree that We may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) protect Our rights, property, or personal safety, and those of Our users and the public.

We address Content and Your use of it more completely in Our Acceptable Use Policy.

### **Pricing, Payments, and Taxes**

By using the Services, You agree to pay all associated set-up, labor, and subscription fees. In order to ensure that You do not experience any interruption or loss of services due to the lapse of any particular subscription period, most Services operate with automatic renewal, on a recurring-fees basis (except where explicitly stated otherwise). Accordingly, where applicable, We will attempt to automatically renew the applicable Services for a renewal period equal in time to the original subscription period for such Services, and automatically charge You the applicable fees using the payment method You have on file with Us.

We reserve the right to establish the price for every Service We offer. We may change the price of any Service at any time. We reserve the right to charge a price for a Service that was previously offered for free. If We decide to increase the price of a Service for which You are subscribed, We will communicate this change in advance of the date when the change takes effect.

We may perform work for You in setting up an Account or Service. Work performed will always be on a contract basis at a rate and payment terms mutually agreed upon by both parties in advance of the work to be performed. We may require You to consent to additional terms for this work and may provide a Master Agreement, Statement(s) of Work or other such documentation or correspondence to establish or clarify the scope of any performance of such work.

When You purchase Services from Us, You will be charged in US Dollars based on Our published prices or a mutually agreed upon price and terms. If Your payment is late for any reason, your Account may be subject to a penalty fee or termination without notice and your Services are subject to suspension, deactivation, or deletion. If You wish to re-open Your Account or restore Services, You may be subject to additional costs or revised pricing as determined by Us, based upon the time and work required to perform such tasks.

In general, Services (but not including Services that require hourly-rate labor) are billed on a recurring basis in advance and by the first day of the Service period. For example, an invoice for web hosting may be generated on the 4th of April with a due date of May 1 for the web hosting period of May 1 through May 31. This kind of payment arrangement gives You ample time to notify Us of any changes that You would like to make to the Service.

Recurring billing for the Services can be monthly, quarterly, semi-annually, or annually but if You select no recurring period, the frequency of billing will be monthly by default, with the exception of domain

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names that We have registered or renewed on your behalf. Domain names can only be billed on no less than an annual basis. Charges for partial month service are prorated from the date that Services are initiated. The due date will be published on the invoice. You may receive multiple invoices within a billing cycle if You: order multiple services on different days within the same cycle; are responsible for the payment of work contracted between You and Us and periodic charges for that work are billed on another day; the annual renewal date for the registration of a domain name falls within another Service's billing cycle.

Invoices will contain a unique invoice number, a description of the Service(s), the period during which Services are provided and relevant amounts owed. At Our sole discretion, in an attempt to provide additional clarity or to bring Your attention to a billing issue, from time to time, We may send a statement that summarizes invoices, payments and credits, outstanding balances and the age of such outstanding balances. Statements are generally sent as an attempt to alert You of a past due balance and an attempt to collect payment.

Unless requested otherwise, invoices will only be emailed to the email address that You provided as part of the Account Data. It is Your responsibility to pay for Your Services even if You do not receive an invoice. All invoices are available for viewing, printing or downloading when You access Your billing account at [secure.oneeleventhdigital.com](https://secure.oneeleventhdigital.com). You may request a paper invoice to be sent via the U.S. Postal Service at additional cost to You.

Payment formats currently accepted include check, Visa, MasterCard, American Express and eCheck (bank draft). Checks should be payable to Multiply, LLC and sent to:

Multiply, LLC  
7051 Highway 70 S #309  
Nashville, TN 37221

We are not responsible for lost or destroyed checks nor are We responsible for delayed delivery of checks.

We currently process credit/debit card and bank draft payments through a third party gateway service provided by [authorize.net](https://www.authorize.net), a wholly owned subsidiary of Visa, whose "Terms of Use" are referenced here (<https://www.authorize.net/about-us/terms.html>) and whose privacy policy is available here (<https://usa.visa.com/legal/privacy-policy.html>). Our billing system is powered by WHMCS whose terms of service are referenced here (<https://www.whmcs.com/terms-of-service/>) and whose privacy policy is available for reference at <https://www.whmcs.com/privacy-policy/>. Because billing and payment activity occurs with the use of these third parties, the activity is subject to the terms of use and privacy policies of such third parties (including among others payment methods, tax liability, collection and use of Your Account Data, and support levels). We recommend that You review the terms of use and privacy policy of such third parties before submitting any Account Data and using such third parties' services.

You are and shall be fully responsible for the payment of any taxes that apply to Your use of the Services. If Your billing address is in Tennessee, We make every attempt to determine if any Services for which You are paying are subject to state sales and use tax and, accordingly, collect and remit such taxes to the Tennessee Department of Revenue, but You remain liable if it is later deemed that any tax was incorrectly calculated or not accurately collected.

## **Support**

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In order to assist You in using the Services, We make available and maintain various resources for support (“Support”). Some of the most common ways that we offer Support are:

### Web-based Support

<https://secure.oneeelevendigital.com> - Our customer portal enables You to submit a ticket once you have logged in.

<https://support.oneeelevendigital.com/> - This website contains a knowledge base and helpful articles for a variety of Services

### Email Support

[support@oneeelevendigital.com](mailto:support@oneeelevendigital.com) - Sending an email to this address will automatically create a ticket in our Support platform with a unique ID that will allow Us to log the email message, assign it to one of Our staff members, reply to the message and store it for future reference. We actively monitor Our Support tickets Mondays through Fridays (except US government holidays) from 9AM to 5PM CT. Tickets created outside of these days and times are addressed at the earliest possible opportunity on the next day when Support is available.

### Telephone

615-370-1530 - Telephone support is the least effective and least recommended, even if you have an email problem (see above web-based support). During regular business hours, calls can be directed to the appropriate party when available. Otherwise, a call may be forwarded to voicemail. A support ticket will be created, when applicable, to document the issue and communicate with You.

Because we offer a range of Services, the kind of Support that We offer can vary depending on the kind of Service that You have. We endeavor to provide the best possible information to address your Support need quickly but We cannot guarantee that any such Support will be adequate or satisfactory. Other external factors such as Your computer or internet device, Your operating system, Your internet connection/configuration/service, Your web browser, Your email client, or Your proficiency can affect the success or failure of any particular type of Support that We provide. You acknowledge and agree that Support is not guaranteed to be available in any form at a specific time. You also agree that Support may be withheld if We suspect that You are in violation of any of this Agreement, if you have an unpaid invoice that is outstanding past the due date, if You do not have an active Account, or if a person has not been previously accepted by Us, at Our sole discretion, as an authorized representative on behalf of You.

Support may be offered at no additional cost or it may require that You pay an additional cost.

Our Support generally provides the following as part of the Services:

- "How to" questions about our Services
- Best practices to help You successfully integrate, deploy, and manage applications that are part of Our Services
- Troubleshooting the Services or the performance of some part of Our Services



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Our cost-free Support does not include:

- Tasks which Our Services enable You to do without Our help
- Code development
- Debugging custom software
- Performing system administration tasks
- Troubleshooting the performance or adequacy of Your computer/internet device, internet connection/configuration, operating system, service, web browser, or email client
- Support to your End Users (see below)
- Content creation

We may provide additional Services (see Services - What Do We Do? above) in order to accommodate Your use of other Services. Such additional Services will be arranged and agreed upon based on Our best estimate of the scope and need for the additional Services,

### **End Users**

Your Services may have their own users, customers, and site visitors (“End Users”). You understand and agree that (a) Your Services and Your End Users are Your responsibility; (b) You are solely responsible for providing products, services and support to your End Users; and (c) You are solely responsible for compliance with any laws or regulations related to Your Services and/or Your End Users. We’re not liable for, and won’t provide You with any legal advice regarding, Your Services or Your End Users.

### **Termination, Cancellation, and Refunds**

We use the word “termination” (“Termination”) to refer to any action that We take to end Services or close Your Account. We may, in Our sole discretion and without notice or liability to You or any third party, immediately suspend or terminate Your account and refuse any and all current or future access to and use of the Services (or any portion thereof). Grounds for such Termination may include, but are not limited to the following:

- Extended periods of inactivity (“Abandonment”)
- Loss, theft, or unauthorized use of Your Account Data
- Your violation of the letter or spirit of this Agreement
- You submit content that We deem is inappropriate or offensive
- We have reasonable grounds to suspect any of the Account Data that You provided is inaccurate, not current or incomplete.
- You are in default of any payments owed to Us for any Services or work performed by Us. If a payment is delinquent or past due, You forfeit access to all Services and rights to all content associated with Your Account(s). You further agree to pay any collection costs incurred, including attorney fees, filing fees, and court costs.

We use the word “cancellation” (“Cancellation”) when You take action to end Services or close Your Account. You may cancel Services with or without cause at any time. Should You object to any terms and conditions of this Agreement or any subsequent modifications hereto, or if You become dissatisfied with the Services in any way, Your sole recourse is to immediately:

- Discontinue use of the Services.
- Notify Us of the Cancellation. You alone are responsible for the proper Cancellation of Your account. To properly cancel any or all Services, You must contact Us by email ([support@oneevendigital.com](mailto:support@oneevendigital.com))

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or phone (615-370-1530, billing or support options) with explicit instructions referencing Your account and the specific Services that You want to cancel (support@oneelevendigital.com). This is required even if You have relocated Services to another provider in a prior period or have not accessed any Services for any period of time.

If You cancel a Service, it will take effect at the end of the current billing cycle or as soon as practical. You acknowledge that We have the right to immediately delete any of Your Account Data associated with a Services that You have cancelled. Upon Cancellation of the Services, Your right to use the Services immediately ceases and Your Account username and password will no longer enable access to Your Account or use of the Services.

In general, We do not issue refunds for unused Services for which You have already paid, regardless of the reason. For example, if You launch a new website with another service provider in the middle of a billing cycle with Us, You are not eligible to receive any payment from Us for the remaining days of the billing cycle. Using another example, if the domain name associated with Your website is not registered through Us and is no longer active or directed to the website that We host, We continue to host files, allocate computing resources, and provide the Service even if it is not viewable on a web browser and You would not be eligible for a refund.

### **Service Interruption**

You acknowledge and accept that We are not in breach of this Agreement or liable to You if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond Our control. This may include Force Majeure; fire; act of federal, state, or local government; pandemic; epidemic; war; civil commotion; terrorism; insurrection; inability to communicate with third parties for whatever reason; failure of any computer system; failure or delay in transmission of communications; failure of any internet service provider; strike; industrial action or lock-out; or any other reason beyond Our control.

### **Disclaimer of Warranties**

Your use of the Services is entirely at Your own risk. The Services are provided on an "as is, as available" basis. No warranties, express or implied, including but not limited to those of merchantability, non-infringement, or fitness for a particular purpose, are made with respect to the Services or any information or software therein. We make no warranty that the Services will meet Your requirements, or that the Services will be uninterrupted, timely, secure, or error free; nor do We, Our employees, officers, directors, affiliates, licensors, contractors, vendors, or suppliers ("Multiply Parties") make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the Services will be corrected.

### **Limited Liability**

In no event shall We or any part of the Multiply Parties be liable to You or any third party for any direct, indirect, incidental, special, or consequential damages, resulting from the use or the inability to use the Services, including but not limited to, damages for loss of profits, however caused on any theory of liability (including negligence) even if We have been advised of the possibility of such damages. Further We shall have no liability to You or other third parties for any content uploaded onto or downloaded from the Services.

Multiply Parties shall not be liable for any loss of data resulting from: content on any Service; Your customer or site visitor's experience; security breaches; denial of service ("DOS") attacks; eavesdropping;

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interception of traffic; hosting service interruptions (including maintenance downtime); omission, deletion, corruption of files or data; misuse of Services; errors, defects, or delays in operation; any failure of Service performance; unstable or inadequate internet service connections; banned Internet Protocol ("IP") addresses; filtering by any government agency; hacking, spamming or any other circumstance outside of Our control; use of any Service by You or a third party that infringes another party's intellectual property rights, proprietary rights or contractual rights.

We will not be obligated to compensate You for any downtime of any Services whether caused by You, Multiply Parties, or a third party.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to You.

In no event shall Our total cumulative liability for all damages, losses, and causes of action exceed the aggregate dollar amount paid during the three months immediately preceding a claim and no more than \$3,000.00 ever. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to You.

### **Non-Solicitation**

During the period beginning with the commencement date for services and ending one year after payment of the final invoice, You and any associated individuals, corporations, partnerships or other legal entities which are associated with You agree not to solicit and/or offer employment to an employee of Multiply. Violation of the terms of this clause will be assessed a cost recovery fee equal to 35% of the Multiply employee's full annual base salary.

### **Revisions**

We may revise this Agreement from time to time, and will post the most current version on our site. If a revision meaningfully reduces your rights, we will notify you by sending you an email or displaying a prominent notice within the Services. The notice will designate a reasonable period after which the revised Agreement will take effect. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the revised Agreement and price changes. If you disagree with our changes, then you must stop using the Services and cancel Your Account.

### **Miscellaneous**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Us without restriction. You agree that no joint venture, partnership, employment, franchise or agency relationship exists between You and Us as a result of the use of the Services. This Agreement comprises the entire agreement between You and Us, states Our entire liability and Your exclusive remedy with respect to the Services, and supersedes all prior agreements pertaining to the subject matter thereof. If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

### **Governing Law**

## **Terms of Service**

This Agreement is made under and shall be governed by, and construed in accordance with, the laws of the State of Tennessee. The exclusive venue for all legal actions or proceedings relating to this Agreement shall be the state courts in Davidson County, Tennessee and the federal courts for the Middle District of Tennessee at Nashville, and each party consents to such personal jurisdiction and waives all objections thereto.