Details the agreement between you and LIQUID PURPLE governing web hosting services. This agreement covers the effectiveness, term, and renewal of services. LIQUID PURPLE reserves the right to modify its terms and Acceptable Use Policy at any time.

WEB HOSTING TERMS

This Agreement is between you as an individual, partnership, corporation, association, or any combination thereof (hereinafter referred to as Customer), and LIQUID PURPLE, a California company, at 23921 Lake Dr #3474, Crestline, CA 92325-7679, United States of America (hereinafter referred to as LIQUID PURPLE):

EFFECTIVENESS, TERM AND RENEWAL

This Agreement shall continue until canceled by either party with thirty (30) days written notice.

LIQUID PURPLE reserves the right to modify its Terms and Conditions and Acceptable Use Policy (AUP) at any time, effective upon posting of the modified Terms and Conditions and/or AUP online to our Legal section.

LIQUID PURPLE reserves the right to immediately terminate this Agreement, without notice, if Customer violates any portion of the Acceptable Use Policy (AUP).

Use of LIQUID PURPLE's services constitutes, on the part of the Customer, acceptance of, and agreement to abide by, our Internet Services Terms and Conditions, LIQUID PURPLE's Acceptable Use Policy (AUP), and the Terms and Conditions of Purchase included with, or printed on the back of, each LIQUID PURPLE invoice. The Terms and Conditions of Purchase and AUP are attached to, and incorporated into this Agreement.

PAYMENT AND CHARGES

Internet Services may be prepaid by credit card (Visa, Mastercard, or American Express), or billed with payment terms stated on the invoice.

Invoices for Internet services are issued and payable in advance for the term of the service. Invoices not paid within ten (10) days of the due date are past due.

Internet services are subject to suspension (LOCK-DOWN) for any account twenty (20) days past due and become subject to a reactivation fee and payment by credit card.

LOCK-DOWN renders a website non-operational. Visitors to the site are informed that the site is temporarily unavailable. In addition, you will be unable to download or upload, and all email will be returned to sender as undeliverable.

Failure to pay within ten (10) days following LOCK-DOWN may result in the termination of your account.

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PRICES

Retail prices for LIQUID PURPLE products and services shall be in accordance with the LIQUID PURPLE Price List in effect at the time of order, reorder, or as specified on an authorized LIQUID PURPLE Quotation in force at the time an order is accepted.

LIQUID PURPLE prices do not include any bank charges or federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes. Prices are subject to an increase equal in amount to any tax LIQUID PURPLE may be required to collect or pay upon sale or delivery of the products or services. Customer must submit any certificate of exemption to which they may be entitled.

TERMS AND CONDITIONS

Orders for products and services purchased shall be subject to and submitted in accordance with these Terms and Conditions irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders or other documents submitted by Customer to LIQUID PURPLE.

LIQUID PURPLE prefers to establish a single account for each Customer. However, there are instances where a single Customer may require billing to more than one entity. LIQUID PURPLE performs its billing and accounting by account, not by type of service.

If Customer establishes more than one account with LIQUID PURPLE for its own accounting purposes, there can be no crossover transactions between such accounts. When paying by check, separate checks are required for each account, and when paying by credit card, separate charges will be made for each account.

LIQUID PURPLE's terms of payment shall be prepaid by check or credit card (Visa, Mastercard, or American Express); C.O.D. where applicable; or Net Invoice. Customer may apply, in writing, to open an account and establish credit with thirty (30) day terms. Only after credit has been approved, in writing, do terms of payment become Net thirty (30) days. LIQUID PURPLE reserves the right to revoke any credit extended at LIQUID PURPLE's sole discretion.

Invoices shall be issued: a) in advance of a covered period for term service products, including Internet and Support services; b) immediately following the delivery of periodical consulting services; c) on delivery in the case of products; or d) as specified in a written quotation or agreement. In all cases, Customer agrees to pay such invoices when due regardless of other scheduled deliveries.

PAYMENT, CHARGES AND RETURNS

Invoices not paid within ten (10) days of the due date are considered past due.

If an account is more than fifteen (15) days past due, new orders may not be accepted until the account is current.

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Services may be suspended when an account is more than twenty (20) days past due until the account is current. A reactivation fee is required to restore suspended services.

An account that is more than thirty (30) days past due is on credit hold. Services shall be suspended or terminated, and orders shall not be accepted. In addition, any credit may be revoked, and all future orders shall be prepaid or C.O.D. only.

LIQUID PURPLE may include a monthly service charge on past due accounts, equal to five ($5) dollars or 1.5% per month on the unpaid balance, whichever is greater.

Accounts more than sixty (60) days past due shall be referred to collection. Customer agrees to pay collection charges incurred.

LIQUID PURPLE offers a thirty (30) day money-back return policy for purchases of tangible products. Refunds for term service will be prorated for the amount of unused service on the date we receive written cancellation instructions. Setup fees and consulting services already rendered are not refundable.

DELIVERY

Delivery is made F.O.B., LIQUID PURPLE's facility in Capistrano Beach, CA -- freight and/or insurance charges paid by Customer. The time of delivery is the time when the product is picked up or delivered to the carrier. LIQUID PURPLE shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay, whether the delay be caused by Acts of God or man-made. In the absence of specific instructions, LIQUID PURPLE will select the carrier. The carrier shall not be an agent of LIQUID PURPLE, nor shall LIQUID PURPLE assume any liability with regard to this shipment.

OWNERSHIP

Ownership of any products purchased shall pass to Customer upon delivery by LIQUID PURPLE. However, LIQUID PURPLE shall retain a purchase money security interest in products sold or licensed now or hereafter (collectively called the "collateral") and to the proceeds thereof until the full purchase price and all other liabilities due or to become due to LIQUID PURPLE shall have been paid.

Upon any default by Customer under these Terms and Conditions, LIQUID PURPLE shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative.

TECHNICAL ASSISTANCE

If Customer requires professional services for installation, support, or educational assistance related to web hosting, website development, or digital services, the services of LIQUID

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PURPLE's technical staff will be available to the Customer. For this service, LIQUID PURPLE will charge its regular time and materials hourly or daily rates, plus any travel and per diem expenses.

LIMITATION OF LIABILITY

LIQUID PURPLE exercises no control whatsoever over the content of the information passing through its network. LIQUID PURPLE makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing, including but not limited to website performance, uptime, or SEO results. LIQUID PURPLE also disclaims any warranty of merchantability or fitness for a particular purpose. LIQUID PURPLE will not be responsible for any damage you suffer. This includes the loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions.

Use of any information obtained via LIQUID PURPLE's network is at your own risk. LIQUID PURPLE specifically denies all responsibility for the accuracy or quality of information obtained through its services.

IN NO EVENT SHALL LIQUID PURPLE BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LIQUID PURPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, LIQUID PURPLE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THESE SERVICES.

Customer shall indemnify, defend, and hold harmless LIQUID PURPLE, its directors, employees, affiliates, and agents from any action brought against them by any third-party in connection with this Agreement, from any claims resulting from the use of the service by you or any of your employees or agents or others.

Customer shall pay all damages and reasonable attorney fees arising as a result of Customer's use or misuse of any rights granted herein.

DATA PRIVACY

LIQUID PURPLE complies with applicable data privacy laws, including GDPR and CCPA where applicable, ensuring customer data is handled securely and transparently. Customer is responsible for ensuring their website content complies with relevant data protection regulations.

RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement or to be done pursuant to its terms and conditions is intended to, or shall, create a partnership or joint venture, for tax purposes or otherwise, between LIQUID PURPLE and Customer.

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GENERAL AND LIQUID PURPLE RIGHTS AND REMEDIES

Upon termination of an account, LIQUID PURPLE is authorized to delete any files, programs, email messages, and data associated with such account.

Neither LIQUID PURPLE nor its affiliates shall have any liability for any such responsive actions. The above-described actions are not LIQUID PURPLE's exclusive remedies, and LIQUID PURPLE may take any other legal or technical action it deems appropriate.

LIQUID PURPLE reserves the right to investigate suspected violations of the AUP, including the gathering of information from the parties involved and the complaining party, if any, and examination of material on the LIQUID PURPLE network. During an investigation, LIQUID PURPLE may suspend the account(s) involved and/or remove material that potentially violates that Policy.

You hereby authorize LIQUID PURPLE and its affiliates to involve and cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet Service Providers or other network or computing facilities in order to enforce the AUP. Such cooperation may include LIQUID PURPLE providing the user name, IP address, or other identifying information about a customer.

The failure of LIQUID PURPLE or its affiliates to enforce the terms of this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

This Agreement is governed by, and shall be construed in accordance with the laws of the State of California. Venue for any litigation or claim hereto shall be the California State courts in San Bernardino County, California, USA.

Customer consents and unconditionally submits to personal jurisdiction of the California State courts and waives any special treaty or legal requirements providing for restrictions upon such jurisdiction and on service of process.

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