These are the terms and conditions of the use of LIQUID PURPLE member services, including websites and e-mail. Before signing up for an account, you must review and accept these Terms and Conditions. Signing up for an account implies such acceptance.

Before signing up for an account with LIQUID PURPLE, you must review and accept the Terms and Conditions. Signing up for an account implies such acceptance.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

"LIQUID PURPLE" is operated by LIQUID PURPLE, located at 23921 Lake Dr #3474, Crestline, CA 92325-7679, USA, under the terms and conditions contained in this document (referred to as "Terms and Conditions"). BY COMPLETING THE REGISTRATION FORM AND CLICKING THE "I ACCEPT" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS set forth below.

2. DESCRIPTION OF SERVICE

"LIQUID PURPLE" provides its Members with access to digital services, including but not limited to website hosting, email services, and account management for web development, SEO, and digital marketing services. There is no charge to the Member for basic account services. However, you must (1) provide all equipment necessary to establish a connection to the Internet and (2) obtain access to the Internet and pay any associated service fees.

3. MEMBER OBLIGATIONS

In consideration for this Service, you agree to provide certain information about yourself as prompted by the Service and update this information as necessary to keep it current, complete, and accurate. All information requested on original sign-up shall be referred to as registration data ("Registration Data"). Furthermore, you grant "LIQUID PURPLE" the right to disclose to third parties certain information about you; however, such disclosures will exclude Member's name, mailing address, account, and phone number, unless you expressly direct "LIQUID PURPLE" to disclose such information or "LIQUID PURPLE" is required to disclose such information by operation of law or to comply with legal process served on "LIQUID PURPLE". If any information provided by you is inaccurate, "LIQUID PURPLE" retains the right to terminate your membership and all associated rights to the Service.

4. MODIFICATIONS TO TERMS OF SERVICE

"LIQUID PURPLE" may change the Terms and Conditions of service from time to time. It is your responsibility to check this document periodically for any changes or modifications, as there will be no individual notices to Members regarding such changes or modifications. Your continued use of the Service constitutes an affirmative acknowledgment by you of the Terms and Conditions and any subsequent modifications made to them and your agreement to abide and be bound by them.

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5. MODIFICATIONS TO THE SERVICE

"LIQUID PURPLE" reserves the right to modify or discontinue the Service with or without notice to its Members. "LIQUID PURPLE" shall not be liable to Member or any third party should it exercise its right to modify or discontinue the Service.

6. PRIVACY POLICY

It is "LIQUID PURPLE"'s policy to respect the privacy of its Members and comply with applicable data privacy laws, including GDPR and CCPA where applicable. "LIQUID PURPLE" will not monitor, edit, or disclose the contents of its Members' private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the law, comply with legal process served on "LIQUID PURPLE", or protect and defend the rights or property of "LIQUID PURPLE". As a Member, you acknowledge and agree that "LIQUID PURPLE" does not endorse the contents of any Member communications nor assume responsibility for any threatening, libelous, obscene, harassing, or offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom, or any crime facilitated thereby.

As a Member, you acknowledge and understand that certain technical processing of email messages and their content may be required to send and receive messages; conform to connecting networks' technical requirements; conform to the limitations of the Service; or conform to other similar requirements.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

Once you become a member of the Service, you will receive a password and an account. You are solely responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You must immediately notify "LIQUID PURPLE" at support@liquidpurple.com of any unauthorized use of your account or any other breach of security known to you. You may change your password at any time by following instructions provided. You may also set up a new account and close an old one at your convenience.

8. DISCLAIMER OF WARRANTIES

MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE IS AT MEMBER'S SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. "LIQUID PURPLE" EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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"LIQUID PURPLE" MAKES NO WARRANTY THAT THE SERVICE WILL MEET MEMBER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. "LIQUID PURPLE" MAKES NO GUARANTEES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, INCLUDING SEO RANKINGS, WEBSITE PERFORMANCE, OR MARKETING OUTCOMES, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

MEMBER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT MEMBER'S OWN RISK AND MEMBER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO MEMBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

"LIQUID PURPLE" MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MEMBER FROM "LIQUID PURPLE" OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY

"LIQUID PURPLE" SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF MEMBER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE, EVEN IF "LIQUID PURPLE" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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. "LIQUID PURPLE" SHALL NOT BE HELD RESPONSIBLE FOR ANY MESSAGES RECEIVED BY MEMBER, REGARDLESS OF THEIR CONTENT.

10. NO RESALE OR COMMERCIAL USE OF THE SERVICE

Your right to use the Service is personal to you. Therefore, a Member may only be an individual, not a corporation or other business entity. You may not resell or make any commercial use of the Service without the express written permission of LIQUID PURPLE.

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11. EMAIL MESSAGE STORAGE AND OTHER LIMITATIONS

"LIQUID PURPLE" assumes no responsibility for the deletion or failure to store email messages. "LIQUID PURPLE" has set no fixed upper limit on the number of messages you may send or receive through the Service; however, "LIQUID PURPLE" retains the right, at its sole discretion, to determine whether or not a Member's conduct is consistent with the letter and spirit of the Terms and Conditions of this service. "LIQUID PURPLE" may terminate Service if a Member's conduct is found to be inconsistent with the intent of this agreement.

12. MEMBER CONDUCT

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state, national, and international laws and regulations. Therefore, you agree: (1) to comply with all applicable United States laws regarding the transmission of technical data exported from the U.S. through the Service; (2) that you shall not use the Service for illegal purposes; (3) that you shall not interfere or disrupt networks connected to the Service; and (4) that you shall comply with all regulations, policies, and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations, policies, and procedures. Members may not use the Service to send chain letters, junk mail, or spam (unsolicited bulk email) or to communicate with any person who has not given specific permission to be included in such communications. In addition, you may not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Members may not interfere with another Member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

LIQUID PURPLE may, at its sole discretion, immediately terminate Service should Member's conduct fail to conform with these Terms and Conditions. "LIQUID PURPLE" reserves the right to terminate any inactive account.

13. INDEMNIFICATION

You agree to indemnify and hold LIQUID PURPLE, its officers, directors, employees, subsidiaries, affiliates, successors, and assigns, harmless from any third-party claim or demand, including reasonable attorneys' fees, made in connection with or arising out of your use of the Service, your violation of the Terms and Conditions, or the infringement by you, or other users of the Service using your membership, of any intellectual property, right of privacy or publicity, or other right of any person or entity.

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14. TERMINATION/CANCELLATION

LIQUID PURPLE may terminate the Service with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice. "LIQUID PURPLE" shall not be liable to you or any third party for termination of Service.

Should Member object to any terms and conditions of this service or any subsequent modifications thereto or become dissatisfied with the Service in any way, your sole and exclusive recourse is to immediately discontinue your use of the Service; cancel your membership; and notify "LIQUID PURPLE" of your cancellation at support@liquidpurple.com.

Upon termination of the Service, your right to use the Service and Software immediately ceases, and you shall have no right and "LIQUID PURPLE" shall have no obligation thereafter to forward any unread or unsent messages to Member or any third party.

15. NOTICE

Except as otherwise indicated herein, all notices to you from "LIQUID PURPLE" or from you to "LIQUID PURPLE" shall be in writing and shall be made via email to support@liquidpurple.com or conventional mail to 34281 Doheny Park Rd. #7163, Capistrano Beach, CA 92624, USA. "LIQUID PURPLE" may post notices or messages through the Service to inform Members of changes to the Service, or the Terms and Conditions of service, or other matters of importance; such postings shall constitute sufficient written notice to Member.

16. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

You may enter into correspondence with or participate in promotions of the Advertisers marketing their products or services on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between the corresponding Member and the Advertiser. "LIQUID PURPLE" assumes no liability, obligation, or responsibility for any part of any such correspondence or promotion.

17. PROPRIETARY RIGHTS TO CONTENT

Members acknowledge that content, including but not limited to text, photographs, video, graphics, software, or other material contained in either sponsor advertisements or emails presented to Member by "LIQUID PURPLE" or "LIQUID PURPLE"'s Advertisers (collectively referred to as "Content"), is protected under the laws of copyright, trademark, patent, unfair competition, or other applicable laws. Therefore, you are only permitted to use this Content as expressly authorized by "LIQUID PURPLE" or the Advertisers associated with the "LIQUID PURPLE" service. Members may not copy, reproduce, distribute, or create derivative works from this Content without the express written authorization to do so by "LIQUID PURPLE" or the Advertiser.

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18. LAWS

This Terms and Conditions agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. Both Member and "LIQUID PURPLE" agree to submit to the exclusive jurisdiction of the California State courts in Orange County, California, USA.

If any provision(s) of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

"LIQUID PURPLE"'s failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by "LIQUID PURPLE" in writing. Member and "LIQUID PURPLE" agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

By agreeing to these Terms and Conditions, you certify that all information you supply to this service is true and correct to the best of your knowledge.

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