TERMS & CONDITIONS

Website Design & Hosting

Effective 2026-10-05 · Version 1.3

These Website Design & Hosting Terms & Conditions (these "Terms") govern the website design, hosting, and maintenance services that White Cap Data ("Provider," "we," "us") provides to the client identified on the Order Form ("Client," "you"). These Terms apply when the Client signs an Order Form that references them; together, the signed Order Form and these Terms form the parties' agreement (the "Agreement"). The Agreement takes effect on the earlier of the date the Client signs the Order Form or the date the Client makes the first payment (the "Effective Date"). Any Statement of Work ("SOW") referenced on the Order Form is incorporated into the Agreement. This Agreement is the website companion to Provider's Marketing Services Agreement; where the Client is a party to both, the two agreements stand independently except where one expressly references the other (for example, the bundling provisions in Section 5).

1. Definitions

1.1 "Website." means the website Provider designs, builds, and/or hosts for the Client as identified on the Order Form, taken as a whole, including its pages, templates, content management configuration, forms, and any back-end services or data store Provider hosts on the Client's behalf as described on the Order Form.

1.2 "Hosting Environment." means the server, virtual machine, container platform, managed hosting service, or cloud service on which the Website runs, as described on the Order Form (for example: a managed website host, a DigitalOcean droplet, a Cloudflare project, or an AWS instance).

1.3 "Build / Design." means the initial design, development, configuration, and deployment of the Website, as described on the Order Form / SOW, after which the Website is placed under Provider's Maintenance & Hosting Services.

1.4 "Maintenance & Hosting Services." means the ongoing hosting, monitoring, security and operations upkeep, support, and the included Edit Allotment described in this Agreement.

1.5 "Tier." means the service level selected by the Client on the Order Form - Light, Standard, Active, or Custom - which sets the recurring fee and the included Edit Allotment as described in Section 2.3 and priced in Section 5 and on the Order Form.

1.6 "Edit Allotment." means the volume of Minor Edits included in the recurring Maintenance & Hosting fee for the Client's Tier during a given period, as stated in Section 2.3 and on the Order Form.

1.7 "Minor Edit." means a small, routine change to the existing Website that, in Provider's reasonable estimate, can be completed quickly without new design or development - for example: copy and text edits, swapping an image, updating hours or contact details, posting an event or seasonal notice, a small styling tweak, or a light bug fix. Minor Edits are included in the recurring fee, subject to the Edit Allotment for the Client's Tier.

1.8 "Major Change." means any change that, in Provider's reasonable estimate, exceeds a Minor Edit - for example: new pages or templates, a redesign or restyle of existing pages, new features or integrations, e-commerce or booking functionality, a new data store or backend, a platform migration, or any large scope of work. Major Changes are out of the recurring fee and are quoted and paid separately under Sections 2.4 and 5.4.

1.9 "Client Materials." means all content, text, images, video, logos, brand guidelines, copy, credentials, domain and third-party account access, and information the Client provides for the Build / Design or the Maintenance & Hosting Services.

1.10 "Go-Live." means the date the Website is first made publicly available under Provider's Maintenance & Hosting Services.

1.11 "Business Day." means Monday through Friday, excluding U.S. federal holidays. "Business Hours" means 9:00 a.m. to 5:00 p.m. U.S. Central Time on a Business Day.

1.12 "Service Level" or "SLA." means the service commitments in Section 3. "Service Credit" means the credit described in Section 3.4.

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2. Scope of Services

2.1 Build / Design. Provider will design, build, configure, and deploy the Website in accordance with the Order Form / SOW. The Build / Design scope (number of pages, design rounds, features, and content responsibilities) is described on the Order Form / SOW. The Build concludes at Go-Live, after which the Website is maintained and hosted under Section 2.2.

2.2 Maintenance & Hosting. Beginning at Go-Live, Provider will host the Website on the Hosting Environment, monitor it, keep it patched and current under Section 3.6, respond to support requests, and perform Minor Edits (within the Edit Allotment for the Client's Tier) for as long as the Client's subscription remains active and paid.

2.3 Tiers & Edit Allotments. The Client selects a Tier on the Order Form. Each Tier sets the recurring fee (Section 5) and the included Edit Allotment. The default Tier definitions are:

- Light - a simple, mostly static site that rarely changes. Includes up to two (2) Minor Edits per calendar quarter. Light is for sites with no hosted data or cloud-database needs.
- Standard - a site with a bit more going on and minor ongoing updates such as events or seasonal changes. Includes up to two (2) Minor Edits per calendar month.
- Active - a multi-page site with frequent edits, and/or a back-end database that Provider hosts in the cloud. Includes up to five (5) Minor Edits per calendar month.
- Custom - for unusual scope; the Edit Allotment, fees, and inclusions are quoted per deal and stated on the Order Form.

2.3.1 Cloud-hosting rule. Any project that requires cloud hosting for data cannot be on the Light Tier; it is placed on Standard or Active depending on the monthly cloud-hosting cost Provider must cover, as reflected on the Order Form.

2.3.2 Allotment mechanics. The Order Form governs if it states an Edit Allotment different from the defaults above. Unused Edit Allotment does not roll over between periods unless expressly stated on the Order Form. Provider will tell the Client when a request falls outside the Tier's included scope before any work is done.

2.4 Minor Edits vs. Major Changes. Provider determines, in good faith, whether a request is a Minor Edit (included, subject to the Edit Allotment) or a Major Change (separately quoted), and will tell the Client which it is before any work begins. Routine Minor Edits are covered by the recurring fee; large or substantive scope changes are handled as Major Changes under the quote-first process in Sections 3.6 and 5.4.

2.5 Out of Scope. Anything not expressly described in the Order Form / SOW, not within the Build / Design scope, or not within the Tier's Edit Allotment is out of scope and requires a Major Change under Section 5.4. This includes (without limitation) redesigns, new pages or features, new integrations, e-commerce or membership functionality, content writing or photography beyond what the Order Form includes, and migrations to a new platform.

2.6 Domains & DNS. Domain handling depends on who registers the domain, as recorded on the Order Form:

- Client-owned domain. Where the Client already owns or registers its own domain, the Client retains full ownership of that domain. Provider does not acquire any ownership interest in it and will manage the DNS records and connect the domain to the Hosting Environment as part of the Build and ongoing Maintenance.
- Provider purchases on the Client's behalf. Where the Client asks Provider to obtain a domain and the desired domain is available at a reasonable, standard registration price, Provider will purchase and register it as part of the Build. A domain that Provider purchases is registered in the Client's name, so the Client owns the domain; Provider administers it (DNS, renewals, and technical contact) on the Client's behalf for as long as this Agreement remains active and paid. The domain registration cost is passed through to the Client under Section 5.5.
- Premium or non-standard pricing. Where the desired domain is a premium, aftermarket, or otherwise above-standard registration cost, Provider will provide the Client with a quote and will proceed only with the Client's written approval; the agreed cost is passed through under Section 5.5.

2.6.1 Third-Party Services. Provider does not warrant the availability, pricing, or terms of any third-party service (registrar, DNS provider, font or media library, plugin, payment processor, or hosting upstream); where a commitment depends on such a third party, Provider's obligation is to take commercially reasonable steps once the third-party fix or change is available.

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3. Service Levels (SLAs)

Provider commits to the following Service Levels. These Service Levels are measured by Provider's systems and tools, are subject to the exclusions in Section 3.7, and are the Client's sole and exclusive service commitments. The remedies in this Section are the Client's sole and exclusive remedies for any failure to meet a Service Level.

3.1 Build / Design Delivery
Provider will target completion of the initial Build / Design within the timeline stated on the Order Form (and, if no timeline is stated, within fifteen (15) Business Days) after Provider has received the full Build fee, all Client Materials and access credentials, and all approvals reasonably necessary. This timeline pauses (tolls) for any period during which Provider is awaiting Client Materials, content, feedback, approvals, or payment, and resumes when the Client provides them.

3.2 Support Response
Provider will acknowledge support requests submitted through Provider's designated channel within two (2) Business Days for standard requests, and within one (1) Business Day for requests reporting that the Website is fully unavailable, in each case during Business Hours. "Response" means an acknowledgement and initial assessment; it does not mean resolution. Resolution times vary by issue and are not guaranteed.

3.3 Minor Edit Turnaround
Provider will action accepted Minor Edits within five (5) Business Days after receiving completed and final instructions and any required materials, subject to the Edit Allotment for the Client's Tier. Minor Edit requests beyond that allotment, or requests that exceed the Minor Edit threshold, are handled as Major Changes (Section 3.6) and are not subject to this turnaround commitment. Unused allotment does not roll over between periods unless expressly stated on the Order Form.

3.4 Uptime
Provider commits to 99.0% Website availability per calendar month, as measured by Provider's monitoring on the Hosting Environment and excluding the items in Section 3.7. If availability in a calendar month falls below 99.0%, the Client's sole and exclusive remedy is a Service Credit against the following month's Maintenance & Hosting fee, calculated as follows: 98.0%-98.99% = 5%; 95.0%-97.99% = 10%; below 95.0% = 20%. Service Credits are capped at 20% of one month's Maintenance & Hosting fee, are not refunds or cash, and must be requested by the Client in writing within seven (7) days after the end of the affected month. Unclaimed credits are waived.

3.5 Security & Operations
Provider will keep the Website, the Hosting Environment, and any covered application code on a current, supportable footing under the following commitments. Where these commitments depend on third parties (for example, upstream maintainers releasing a patch, a cloud provider rotating a certificate, or a platform publishing new terms), Provider's obligation is to take commercially reasonable steps as soon as the third-party fix is available.

Commitment	What Provider does
Dependency & platform updates	Review the Website's platform, theme, and plugin/dependency stack at least monthly and apply non-breaking updates as part of routine Maintenance.

Commitment	What Provider does
CVE patching	For Critical or High-severity vulnerabilities (CVSS 7.0+) in components Provider directly manages, apply a patch, workaround, or mitigation within seven (7) days of public disclosure.
HTTPS / TLS baseline	Keep the Website served over HTTPS with a current, industry-supported TLS configuration; deprecated protocols and ciphers are disabled.
Secrets rotation	Rotate any credentials, API keys, or secrets that Provider holds for the Website at least once per calendar quarter, or sooner if there is reason to believe they have been exposed.
OS & infrastructure patching	Apply OS and base-image security patches on the Hosting Environment on a monthly cadence, with critical patches expedited per the CVE-patching commitment above.
Backups	Take a daily snapshot of the Website and any hosted data needed to restore service. Retain at least the last fourteen (14) daily snapshots. On Client request, restore from any retained snapshot within one (1) Business Day, subject to the SLA exclusions.
Industry-standard practices	Follow generally accepted current industry-standard practices for hosting, change management, logging, and backups appropriate to a small-business website. This commitment is general; specific items above govern over this one if they conflict.

3.6 Major Changes - Quote-First Process

3.6.1 No Major Change work begins without a written quote accepted by the Client and payment of the quoted amount (or the first instalment, where the parties agree to instalments).

3.6.2 Quote Form. A Major Change quote will state the scope, the deliverables, the price structure (flat fee preferred, or hourly at the rate stated on the Order Form), the total estimate, and any assumptions or dependencies. Large scope changes are subject to a quote; routine Minor Edits remain covered by the recurring fee under the Tier's Edit Allotment.

3.6.3 Overruns. If the parties agree to bill a Major Change hourly and Provider reasonably anticipates exceeding the estimate by more than ten percent (10%), Provider will pause work and notify the Client for approval of the additional amount before continuing.

3.6.4 No Implied SLA. The Service Levels in Sections 3.1-3.5 do not apply to Major Change work; any delivery commitments are those stated in the accepted Major Change quote.

3.7 SLA Exclusions

The Service Levels do not apply to, and downtime or delay are excluded when caused by, any of the following:

- Scheduled or emergency maintenance for which Provider gives reasonable notice where practicable;
- Acts or omissions of the Client, including late or incomplete Client Materials or content, Client-side changes, Client-managed credentials, or edits made to the Website by parties other than Provider;
- Third-party services, platforms, networks, registrars, DNS providers, CDNs, plugin or theme vendors, payment processors, cloud providers, or other infrastructure outside Provider's direct control;
- Vulnerabilities or incidents in components Provider does not directly manage (such as Client-installed plugins or integrations, browser extensions, or upstream services);
- Suspension or termination for non-payment, or as otherwise permitted under this Agreement;
- Force majeure events (Section 12); and
- Beta, trial, or no-charge features.

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4. Client Responsibilities

4.1 The Client will provide complete, accurate Client Materials and content, access to the domain and any required third-party accounts, timely feedback and approvals, and a single primary point of contact with authority to approve work.

4.2 The Client represents that it owns or has the rights to all Client Materials and content, and that the Client's use of the Website (including all text, images, and media supplied by the Client) does not infringe any third-party rights or violate any law or applicable terms of service.

4.3 The Client is responsible for paying all fees on time and for maintaining any domain registration and third-party accounts it controls.

4.4 Change Discipline. The Client will not make production changes to the Website or alter the Hosting Environment without Provider's knowledge. If the Client (or a third party acting for the Client) does so, Provider may decline to honor the SLAs for any incident or delay traceable to that change until the situation is reviewed, and may quote any resulting repair as a Major Change.

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5. Fees & Payment

5.1 Build / Setup Fee. The one-time Build / setup fee is stated on the Order Form by Tier (Light $500; Standard $750; Active $1,000; Custom by quote) and is due in full at signup, before Provider begins work. The Build / setup fee is non-refundable upon execution of this Agreement and is not discounted.

5.2 Recurring Maintenance & Hosting Fee. The recurring Maintenance & Hosting fee is set by Tier and is stated on the Order Form. The fee covers the Hosting Environment (including its underlying cloud or server costs, unless billed through to the Client on the Order Form), Maintenance under Section 2.2, the security and operations commitments under Section 3.5, and the Tier's Edit Allotment. Fees are billed in advance on the interval the Client selects: monthly (full price), quarterly (5% discount on the monthly equivalent), or annual (15% discount on the monthly equivalent). Default Tier pricing:

Tier	Setup (one-time)	Monthly	Quarterly - 5% off	Annual - 15% off
Light	$500	$50 / mo	$142.50 / 3 mo (≈$47.50/mo)	$510 / yr (≈$42.50/mo)
Standard	$750	$100 / mo	$285 / 3 mo (≈$95/mo)	$1,020 / yr (≈$85/mo)
Active	$1,000	$200 / mo	$570 / 3 mo (≈$190/mo)	$2,040 / yr (≈$170/mo)
Custom	Quote	Quote	Quote	Quote

The subscription renews automatically for successive periods of the same interval unless cancelled under Section 6. The one-time setup fee is not discounted.

5.3 Billing Cycle. Provider's standard billing flow bundles the one-time Build / setup fee with the recurring subscription on a single payment link. The Client pays the Build / setup fee together with the first recurring Maintenance & Hosting period at checkout (day 0). The subscription thereafter renews automatically on the interval the Client selected, per Section 5.2. Provider may, in its discretion, accept alternative arrangements (such as an instalment plan on a larger Build) where agreed in writing on the Order Form.

5.4 Major Change Billing. Major Changes are billed separately from the recurring fee. Each Major Change is quoted in advance under Section 3.6 and is payable as a flat fee or, where agreed, on an hourly basis at the rate stated on the Order Form. Work does not begin until the quoted amount (or first instalment) is paid; for hourly engagements, hours are billed monthly in arrears against any deposit specified in the quote.

5.5 Pass-Through Costs. Any third-party costs that the Client elects (for example: premium plugins or themes, paid fonts or stock media, additional cloud capacity above what is bundled, premium APIs, or a paid payment-processor feature) are passed through to the Client at cost plus any handling stated on the Order Form, and are billed in arrears with documentation.

5.6 Bundled Discount. Where the Client is concurrently subscribed to this Website Design & Hosting Service on the Active Tier (or higher) and to at least one Module under Provider's Marketing Services Agreement at the Growth Tier (or higher), Provider waives the recurring Maintenance & Hosting fee for the duration both subscriptions remain active and paid, as a courtesy bundle. The Build / setup fee under this Agreement and all onboarding fees under the Marketing Services Agreement remain due. The bundled discount terminates automatically when either subscription is downgraded or cancelled.

5.7 Late Payment. Fees not paid when due accrue a late charge of 1.5% per month (or the maximum allowed by law, if lower). Provider may suspend the Maintenance & Hosting Services and take the Website offline if any amount remains unpaid more than ten (10) days after written notice, without liability and without relieving the Client of payment obligations.

5.8 Taxes. Fees are exclusive of taxes; the Client is responsible for all applicable taxes other than taxes on Provider's net income.

5.9 Price Changes. Provider may change recurring fees or the default hourly rate on at least sixty (60) days' written notice, effective at the next renewal.

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6. Term & Termination

6.1 Term. This Agreement begins on the Effective Date and continues while the Maintenance & Hosting subscription is active. The subscription renews automatically as described in Section 5.2.

6.2 Termination by Client. The Client may cancel the Maintenance & Hosting subscription on thirty (30) days' written notice. For month-to-month subscriptions, cancellation takes effect at the end of the billing period in which the thirty (30) day notice falls, and the Client remains responsible for fees through that period. For prepaid quarterly or annual subscriptions, the prepaid term is non-refundable and the subscription simply does not renew at the end of the prepaid term. The Build / setup fee is non-refundable in all cases. Accepted Major Change quotes that are in progress at the time of notice will be completed and paid unless the parties agree otherwise in writing.

6.3 Termination by Provider. Provider may suspend or terminate for non-payment (subject to Section 5.7) or for any material breach not cured within fourteen (14) days after written notice.

6.4 Effect of Termination. On termination, the Maintenance & Hosting Services end and Provider may take the Website offline. On request and if the Client's account is paid in full, Provider will (a) hand over the latest production files and any application code the Client already owns, (b) hand over the most recent retained backup/snapshot of the Website and any hosted data, plus configuration and environment metadata (sanitized of Provider-only secrets) reasonably necessary for the Client to migrate, and (c) provide reasonable assistance for up to ten (10) Business Days at the Order Form hourly rate to transition the Website to the Client or a successor provider. Provider's pre-existing tools, frameworks, internal libraries, and know-how (Provider IP, Section 7) are not transferred. The Client owns its domain (whether the Client registered it or Provider purchased it in the Client's name under Section 2.6); on termination Provider will, on request, release DNS control and hand over registrar access so the Client retains the domain. Sections that by their nature should survive will survive termination.

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7. Intellectual Property

7.1 Provider retains all right, title, and interest in and to its pre-existing and independently developed materials, including its programming, frameworks, internal libraries, templates, tools, and know-how ("Provider IP").

7.2 Upon full payment of the Build / setup fee and continued payment of the Maintenance & Hosting fee, the Client owns the final, delivered Website content and the custom design produced specifically for the Client, except for any embedded Provider IP and any third-party components, which are licensed to the Client under a perpetual, non-exclusive, non-transferable license solely for use of the Website for the Client's own business.

7.3 The Client retains ownership of Client Materials. The Client grants Provider a license to use the Client Materials and the Website solely to perform the Services and to reference the Website at a high level (project type, scope summary, screenshots without confidential data) in Provider's portfolio and marketing. The Client may opt out of portfolio use by written request.

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8. Warranties & Disclaimers

8.1 Limited Workmanship Warranty. Provider will correct reproducible defects in the Build / Design that the Client reports in writing within fourteen (14) days after Go-Live, at no additional charge. This is the Client's sole warranty remedy for the Build / Design.

8.2 Disclaimer. Except for Section 8.1 and the specific commitments in Section 3, the Website and Services are provided "AS IS" and "AS AVAILABLE." Provider disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. Provider does not warrant that the Website will be uninterrupted, error-free, or completely secure, that it will display identically across every browser or device, or that it will meet any specific business result, traffic, or performance target outside the SLAs in Section 3.

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9. Limitation of Liability

9.1 To the maximum extent permitted by law, Provider will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost revenue, lost data, or business interruption, even if advised of the possibility.

9.2 Provider's total aggregate liability arising out of or relating to this Agreement will not exceed the total fees actually paid by the Client to Provider in the three (3) months immediately preceding the event giving rise to the claim.

9.3 The Service Credits in Section 3.4 are the Client's sole and exclusive monetary remedy for any failure to meet a Service Level.

9.4 Nothing in this Agreement limits liability that cannot be limited by law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

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10. Indemnification

10.1 The Client will defend, indemnify, and hold harmless Provider from any third-party claim, loss, or expense (including reasonable legal fees) arising out of the Client Materials, the content the Client supplies for the Website, the Client's use of the Website, the Client's business or products, or the Client's breach of this Agreement.

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11. Confidentiality

11.1 Each party will protect the other's non-public business information (including, on the Client's side, source files, data processed by the Website, and Hosting Environment credentials) and use it only to perform under this Agreement, except for information that is public, independently known, or required to be disclosed by law.

12. Force Majeure

12.1 Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including outages of third-party infrastructure, internet or utility failures, natural events, labor disputes, governmental action, or zero-day vulnerabilities in upstream components for which no patch is yet available.

13. General

13.1 Governing Law. This Agreement is governed by the laws of the State of Tennessee unless a different state is specified on the Order Form, without regard to conflict-of-laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the governing state.

13.2 Assignment. The Client may not assign this Agreement without Provider's written consent. Provider may assign it in connection with a merger, acquisition, or sale of assets.

13.3 Independent Contractors. The parties are independent contractors; nothing creates a partnership, joint venture, or agency.

13.4 Entire Agreement; Amendments. This Agreement and its Order Form / SOW are the entire agreement and supersede prior discussions. Amendments must be in writing and signed by both parties.

13.5 Severability; Waiver. If any provision is unenforceable, the rest remains in effect. No waiver is effective unless in writing, and no single waiver is a continuing waiver.

13.6 Notices; E-Signature. Notices must be in writing and sent to the contacts on the Order Form (email is sufficient). This Agreement may be signed electronically and in counterparts.

14. Business Email

This Section applies only if the Order Form includes business email, or the Client later asks for it in writing and Provider confirms in writing (email is sufficient for both). That exchange adds Business Email to this Agreement without a separate signed amendment under Section 13.4. Where this Section conflicts with any other Section of these Terms on a Business Email matter, this Section governs.

14.1 What Is Provided. Provider will set up and manage business email mailboxes for the Client's domain, hosted by Microsoft on Microsoft Exchange Online ("Business Email"). Provider creates a Microsoft 365 account in the Client's company name (the "Email Account"), pays Microsoft for it, and holds the main administrator login. The Client authorizes Provider to create the Email Account in the Client's name and to accept Microsoft's terms for it on the Client's behalf. Provider's management covers adding and removing users, resetting passwords, connecting the Client's domain, and answering support requests within the response times in Section 3.2. To keep the Email Account secure, Provider may decline to give users administrator rights while Provider manages it. Business Email is a separate service from the Website. It is not part of the Website or the Hosting Environment, and the uptime commitment and Service Credits in Section 3.4 and the backup commitment in Section 3.5 do not apply to it.

14.2 Mailboxes. A "Mailbox" is one licensed email address for one person, with its own login. A "Shared Mailbox" is an address that several users can read and send from, such as info@, with no login of its own.

14.3 Pricing. One (1) Mailbox and one (1) Shared Mailbox are included in the recurring Maintenance & Hosting fee. Removing either one does not reduce that fee. Each additional Mailbox or Shared Mailbox is charged at the price stated on the Order Form or, if none is stated there, in Provider's written confirmation or invoice. These additional charges are billed monthly in advance on a separate invoice. The Client may add or remove a Mailbox or Shared Mailbox at any time by email to Provider. An added Mailbox is charged for the full month in which it is created. A removed Mailbox stops being charged from the next monthly invoice, and partial months are not refunded. The thirty (30) day notice in Section 6.2 does not apply to removing a Mailbox. If the Maintenance & Hosting fee is waived under Section 5.6, the included Mailbox is charged at the per-Mailbox price. Business Email fees are fees under this Agreement, so Sections 5.7 (Late Payment) and 5.8 (Taxes) apply to them.

14.4 Ownership. The Client owns its email and all data in the Email Account. Provider administers the Email Account on the Client's behalf and does not own it. Provider will open or read the contents of a Mailbox only to provide support the Client asks for, to keep the Email Account secure, or where the law requires it, and treats that content as confidential under Section 11. Microsoft stores and processes the email under its own terms, and Provider is not responsible for how Microsoft handles it.

14.5 Acceptable Use. The Client is responsible for its users and for everything sent from or stored in its Mailboxes. The Client and its users must follow Microsoft's terms, including the Acceptable Use Policy in the Microsoft Product Terms for Online Services. The Client and its users must not:

- send spam or bulk unsolicited email;
- send, receive, or store illegal content; or
- share a login, or let anyone other than the named user sign in to a Mailbox.

Section 10 applies to the Client's and its users' use of Business Email in the same way it applies to the Client's use of the Website.

14.6 Suspension. Provider may suspend a Mailbox, without liability, if it is sending spam, appears to have been taken over by someone else, or is being used in breach of Section 14.5. Provider may also suspend Business Email for non-payment under Section 5.7. Provider will tell the Client promptly, before the suspension where it can, and will lift the suspension once Provider is reasonably satisfied the problem is fixed and any overdue amount is paid. If Microsoft suspends or closes the Email Account because of how the Client or its users used it, Provider is not liable for that, and the Client remains responsible for fees.

14.7 Security. The Client will make sure each user keeps their own password private and uses multi-factor sign-in (a second check, such as a code on their phone, when they sign in). The Client is responsible for anything done through a user's login. Provider is not responsible for loss or harm caused by a user who shares a password or turns off multi-factor sign-in.

14.8 Backups and Limits. Email is kept under Microsoft's standard retention, which lets deleted email be recovered only for a limited time. Provider does not run a separate backup of Business Email unless the Order Form says so. Microsoft sets the mailbox size and sending limits. Microsoft outages, and changes Microsoft makes to its services, are outside Provider's control and are treated as force majeure events under Section 12. If Microsoft retires or replaces the plan Provider uses, Provider may move the Mailboxes to the closest equivalent Microsoft plan.

14.9 Leaving. Business Email ends when this Agreement ends, or earlier if the Client asks by email to end it, in which case it ends at the close of the current monthly billing period. For thirty (30) days after that date (the "Exit Window"), the Mailboxes keep working so the Client can move, and fees for any additional Mailboxes continue during that time. If this Agreement ended for non-payment, Provider may stop the Mailboxes from sending during the Exit Window, but the Client may still choose option (b). Within the Exit Window, Provider will, at the Client's choice, either:

- (a) hand over administrator control of the Email Account to a person the Client names, once the Client has paid all Business Email fees due and added its own payment method with Microsoft; or
- (b) export the Client's email into standard files and give them to the Client. Work beyond a standard export is billed at the hourly rate stated on the Order Form.

After the Exit Window, Provider may cancel the Microsoft subscription, and the Mailboxes and their contents may then be deleted. Provider is not liable for email lost after the Exit Window.

14.10 Price Changes. If Microsoft raises its price, Provider may change the per-Mailbox price on thirty (30) days' notice by email, instead of the sixty (60) days in Section 5.9.