

## **Weebly Website Terms and Conditions**

### **Website account and security**

Customer is responsible for maintaining the security of your account and web site, for all activities that occur or actions taken under the account or in connection with the web site. Customer agrees to immediately notify Weebly in writing of any unauthorized uses of the account or any other breaches of security. Weebly will not be liable for any loss or damage from Customer's failure to comply with this security obligation. Customer acknowledges and agrees that under no circumstances will Weebly be liable, in any way, for any or Customer's acts or omissions or those of any third party, including damages of any kind incurred as a result of such acts or omissions.

### **Proprietary Rights**

The Services, all confidential and proprietary software used in connection with the Services, Materials, content contained in sponsor advertisements or in information presented to Customer through the Service or by advertisers, and all other materials and services provided by or through Weebly are owned by Weebly or other parties that have licensed their materials, content, or provided services to Weebly, and are protected by copyright, trademark, trade secret, and other intellectual property laws.

"Materials" means any necessary software, all informational text, software documentation, design of and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted, as well as all derivative works thereof.

Weebly gives Customer permission to use the Materials to the extent, and only to the extent, necessary to access and use the Service in accordance with these Terms. This permission does not permit Customer to store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Materials, or otherwise distribute in any way the Materials other than as specifically permitted in these Terms. Customer may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Service or Materials, create derivative works based on or in any manner commercially exploit the Service or Materials, in whole or in part, other than as expressly permitted in these Terms. Any use of the Service or Materials for any purpose other than as specifically permitted herein or without our prior consent or the prior written consent of Weebly's licensors or advertisers, as applicable, is expressly prohibited. Weebly reserves all rights not expressly granted in these Terms.

All trademarks, service marks, logos, slogans, and taglines (individually and collectively, "Mark" or "Marks") are the property of Weebly or their respective owners. Except as otherwise specifically provided herein, no license or right to use any Mark is granted without the express written permission of Weebly or the respective third-party Mark owner.

Weebly does not want to receive confidential or proprietary information from Customer through the Service or by email. Unless otherwise agreed in writing by an authorized Weebly representative, any material, information or idea Customer transmits to Weebly by any means may be disseminated or used by Weebly or our affiliates without compensation or liability to Customer for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this

provision does not apply to Content (defined below) or to personal information that is subject to Weebly's Privacy Notice.

### **Your rights in your content**

Weebly does not claim ownership of Customer's Content, but Customer gives Weebly permission to host Customer's Content on the Service. This permission exists only for as long as Customer continues to use the Service.

### **Content and conduct rules and obligations**

All information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials Customer posts on a web site via the Service ("Content") are the sole responsibility of the person from which such Content originated. Customer is responsible for all Content that Customer uploads, posts, transmits or otherwise makes available via the Service. Weebly does not control the Content Customer posts via the Service.

By using the Service, Customer may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will Weebly be liable for Customer's Content or the content of any third party, including, but not limited to, for any errors or omissions in Customer's Content, or for 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. Customer acknowledges that Weebly does not pre-screen Content, but that Weebly shall have the right (but not the obligation) to refuse, move or delete any Content that is available via the Service. Weebly shall also have the right to remove any Content that violates these Terms or is otherwise objectionable in Weebly's sole discretion. Customer must evaluate, and bear all risks associated with, the use of any Content. Customer may not rely on any Content created by Weebly. Customer acknowledges and agrees that Weebly 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 Weebly's users and the public.

The technical processing and transmission of the Service, including Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Customer will not upload, post, transmit or otherwise make available any Content that:

- is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party (e.g., music, movies, images, e-books, or games you do not own the rights to);

- is unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (i) sending mass email to recipients who haven't requested email from Customer or with a fake return address, (ii) promoting a site with inappropriate links, titles, descriptions, or (iii) promoting your site by posting multiple submissions in public forums that are identical;
- contains software viruses, worms, Trojan horses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of the Service, computer software or hardware or telecommunications equipment, or may impact the ability of any Weebly user to access the Service;
- is intended to take advantage of a user such as "get rich quick," "get paid to surf," pyramid/multi-level marketing, or other dubious schemes; or
- is adult in nature, such as any nudity in a sexual context or any Content with adult themes or reveals exposed genitalia;
- harm minors in any way;
- "stalk," "bully," or otherwise harass another;
- impersonate any person or entity, including, but not limited to, a Weebly official, forum leader, guide or host, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, federal or foreign laws or regulations. Customer must comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. If Customer uses the Site, the Service, or the Materials outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation, rules regarding acceptable online conduct, data privacy, and export and import regulations of other countries;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
- use the Service as a forwarding service to another web site or to fraudulently manipulate Google or other SEO ranking or Facebook or other social networking or website "likes" and similar voting mechanisms;
- solicit a third party's passwords or personal identifying information for unlawful or phishing purposes;
- exceed the scope of the Service that Customer has signed up for (e.g., by accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other user comments or content);
- include more than three ad units per page, or any advertising that greatly reduces the usability of the Site;
- upload files for the sole purpose of having them hosted by us and for use outside of a web site created using the Service (i.e., created with the Weebly editor);

- create a web site that provides an injurious user experience with custom programming. Examples include, but are not limited to, extreme flashing banners, excessive animated movement, or content that could provoke seizures in unsuspecting visitors; or
- use, under any circumstance, any open source software subject to the GNU Affero General Public License v.3, or greater.

Weebly retains the right to terminate any account or user who has violated any of the above prohibitions.

### **Third Party Services, Software, and Websites; No Implied Endorsement**

Weebly is not responsible or liable for any loss or damage incurred as a result of Customer's use of any third party's service, product, software, content, or website (collectively, "Third Party Materials") whether or not you were linked to or directed to any Third Party Materials through the Site. Third Party Materials, such as email, e-commerce and payment services may be subject to the applicable third party terms of service and privacy policies, and Customer is solely responsible for reviewing, agreeing to, and complying with any such terms before Customer uses any Third Party Materials. Customer's use of any Third Party Materials is at Customer's own discretion and risk. If Customer does not agree to the third party's terms of service or license agreement, do not download or use the Third Party Materials. Customer's use of any Third Party Materials obtained through the Service does not transfer to Customer any rights, title, or interest in or to the Third Party Materials beyond the terms contained in the third party provider's terms of service or license. Any reference on the Site to any Third Party Materials is not an approval or endorsement by us of such Third Party Materials.

### **Indemnity**

Customer will indemnify and hold harmless Weebly, and its subsidiaries, licensors, affiliates, officers, directors, agents, co-branders, partners (including TravelClick), employees, successors, and assigns (collectively "Indemnified Parties") from any and all liability, loss, claim, damages, expenses, costs or demands, (including but not limited to reasonable attorneys' fees), incurred or made against the Indemnified Parties by any third party in connection with any claim arising from or related to: (a) Customer's use (or anyone using your account/s) use of the Service, the Site or the Materials, (b) Customer's Content, (c) any Commercial Products Customer offer on or through the Site or using our Services, or (d) Customer's use of the Domain Services. This includes, but is not limited to, any breach or violation of these Terms by Customer or anyone utilizing Customer's account. Customer must fully cooperate at your expense as required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. Customer shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

### **Disclaimer of warranties**

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

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ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

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WEEBLY AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION THAT THE SERVICES, MATERIALS, OR SITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS.

#### **Limitation of Liability**

WEEBLY WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WEEBLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE

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### **Violations**

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Privacy Policy

Please visit Weebly's Privacy Policy here: <https://www.weebly.com/privacy>