BLUEHOST AI APP BUILDER TERMS

These Bluehost AI App Builder Terms (the "**App Builder Terms**") govern your access to and use of the Bluehost AI App Builder (the "**App Builder**"), provided by Bluehost Inc. ("**Bluehost**," "**we**," or "**us**"). The App Builder Terms supplement, and are incorporated into, Bluehost's Terms of Service (the "**TOS**") and the AI Product and Service Terms (the "**AI Terms**"), which continue to apply to the App Builder, including their disclaimers, limitations of liability, and dispute resolution provisions. Capitalized terms not defined here have the meanings given in the TOS or the AI Terms. If these App Builder Terms conflict with the TOS or the AI Terms, these App Builder Terms control solely with respect to the App Builder. Where the TOS and the AI Terms each limit Bluehost's liability for the same claim, the lower limit applies. By using the App Builder, you agree to these App Builder Terms.

1. Definitions

"**App**" means any application, website, or other project you create, edit, preview, or publish using the App Builder, including its code, content, configuration, and data.

"**Credit Top-Up**" means a one-time purchase of additional AI Credits outside of a Plan allowance.

"**End User**" means any person, other than you, who accesses or uses an App. "**End User Data**" means any information, including personal information, that an App collects from or about End Users.

"**Free Plan**" means the no-charge tier of the App Builder. "**Paid Plan**" means any App Builder subscription tier for which a fee is charged. "**Plan**" means the Free Plan or a Paid Plan.

"**Plan Page**" means the App Builder plan and pricing information Bluehost makes available on its website or within the App Builder, as in effect at the time of purchase or use.

"**Workspace**" means the App Builder environment associated with your Bluehost account, including all of its Apps.

2. The App Builder

2.1 **Overview.** The App Builder lets you describe an App in natural language, including by uploading images and files, and uses AI Services to generate, modify, and preview the App. Your prompts, uploads, and other instructions are Input, and the App Builder's generated code and content are Output, under the AI Terms. Apps created with the App Builder are web-based applications accessed through a web browser. The App Builder does not create native mobile applications or submit Apps to any third-party app marketplace, such as the Google Play Store or Apple App Store.

2.2 **Autosave is not a backup.** The App Builder saves your work automatically. Autosave is not a backup service, and you remain responsible for maintaining your own copies of your Apps and content as provided in the TOS.

2.3 **AI models.** Bluehost selects the artificial intelligence models and providers used to operate the App Builder, including any third-party large language models, and may change them at any time without notice. You may not choose or request a particular model or provider. Your Input may be processed by these providers as described in the AI Terms.

2.4 **Early access.** The App Builder is offered as an early-access service. During early access, features, pricing, AI Credit allowances, and limits may change, and the App Builder may be unavailable or interrupted, as Bluehost continues to develop it.

3. Plans

3.1 **Free Plan.** Bluehost offers the App Builder on a Free Plan that provides a limited allowance of AI Credits and limited features, as described on the Plan Page. The Free Plan is not a free trial. It does not require a payment method and will not automatically convert to a Paid Plan. You will be charged only for a Paid Plan, Credit Top-Up, domain, or other product that you expressly purchase.

3.2 **Free Plan limitations.** Free Plan users may create Apps, publish them to a Bluehost subdomain, and share temporary preview links under Section 6.1, subject to the Free Plan's AI Credit allowance. Connecting your own domain to an App requires a Paid Plan. In addition to its rights under the TOS and the Acceptable Use Policy, Bluehost may limit, suspend, or unpublish Free Plan Apps at any time, including to prevent abuse or misuse.

3.3 **Paid Plans.** Paid Plans provide a recurring AI Credit allowance and the ability to connect your own domain to an App, as described on the Plan Page and at checkout. Paid Plans may be offered for monthly or annual Terms.

3.4 **Upgrades, downgrades, and lapses.** If you upgrade to a higher Paid Plan, or change from a monthly to an annual Term, your new AI Credit allowance becomes available immediately, the fees for your current Term are prorated, and your new Plan renews on its own terms. Downgrades are available only by contacting Bluehost support. If you downgrade, or your Paid Plan ends for any reason, unused Plan AI Credits are forfeited. If you no longer have a Paid Plan, Apps connected to your own domain are unpublished and the domain is disconnected from them (this does not affect your domain registration), your Workspace reverts to the Free Plan, and your Apps remain in your Workspace and may be republished to a Bluehost subdomain under the Free Plan. Unpublishing an App does not delete it.

4. AI Credits

4.1 **Use of AI Credits.** AI Credits are consumed when you use the App Builder to build, change, or otherwise work on an App. The number of AI Credits a request consumes is usage-based and depends on the scope of the request and the work the App Builder performs to complete it. The App Builder shows your available AI Credit balance and the AI Credits used by each response. Answering the App Builder's clarifying questions and sharing a preview link do not consume AI Credits. AI Credits are not refunded for requests that do not produce the result you wanted. Bluehost may, in its discretion, grant courtesy AI Credits. Bluehost may change how AI Credits are consumed as described in Section 10. A change will not reduce AI Credits you have already purchased during their validity period. Current consumption rates are described on the Plan Page.

4.2 **Free Plan credits.** The Free Plan includes up to five (5) AI Credits per day with a maximum of thirty (30) AI Credits in each monthly period, measured from the date you created your account. The daily allowance resets at 12:00 a.m. Coordinated Universal Time (UTC). Unused daily credits do not carry over.

4.3 **Paid Plan credits.** Each Paid Plan includes the monthly AI Credit allowance shown on the Plan Page, granted at the start of each monthly billing period (including for annual Terms). **Unused Plan credits expire thirty (30) days after they are granted and do not roll over.**

4.4 **Credit Top-Ups.** Credit Top-Ups are one-time purchases. They are not subscriptions and do not renew. AI Credits from a Credit Top-Up expire thirty (30) days after purchase, regardless of your Plan's billing cycle. Credit Top-Ups are available on any Plan, including the Free Plan.

4.5 **Order of use; AI Terms.** AI Credits are applied in the following order: Free Plan or Plan credits first, then Credit Top-Up credits, beginning with the oldest Credit Top-Up. App Builder AI Credits are separate from AI Credits for other Bluehost AI products and cannot be used interchangeably. The

expiration periods in this Section 4 apply to App Builder AI Credits in place of the default expiration period in the AI Terms.

5. Billing and Domains

5.1 **Automatic renewal.** Paid Plans are billed, renewed, and canceled as provided in the TOS. **YOUR PAID PLAN WILL AUTOMATICALLY RENEW** for successive Terms of the same length at the renewal price shown at checkout, plus applicable taxes, and Bluehost will charge your payment method on file, unless you turn off automatic renewal or cancel as described in the TOS. Cancellation takes effect at the end of your current Term. Paid Plans and Credit Top-Ups are not eligible for any money-back guarantee described in the TOS.

5.2 **Domains.** Domain registrations purchased through the App Builder are separate Services, billed and renewed separately from your Plan, and subject to the applicable domain registration agreement. If you connect a domain registered elsewhere, you are responsible for its registration, renewal, and DNS settings.

6. Previews and Publishing

6.1 **Preview links.** Preview links are public: anyone with the link can view the previewed App. On the Free Plan, preview links expire seven (7) days after the link is created or last updated. Do not include confidential information or End User Data in an App you share by preview link.

6.2 **Bluehost subdomains.** Apps may be hosted at a subdomain of a domain owned by Bluehost or its affiliates (for example, [yourapp].app.bluehost.ai). You acquire no rights in any Bluehost domain or subdomain. Bluehost may change the base domain or reassign, rename, or reclaim any subdomain, including one that is misleading, infringing, or in violation of the Acceptable Use Policy.

6.3 **Publishing**. Publishing makes an App publicly accessible. Publishing is available on every Plan. On the Free Plan, Apps are published to a Bluehost subdomain; connecting your own domain requires a Paid Plan. There is no limit on the number of Apps you may publish, subject to the Fair Use Policy. Review and test your App before publishing it. Security scans, status indicators, and other automated checks shown in the App Builder (for example, "No security issues found") are limited in scope, are provided for informational purposes only, and do not guarantee that an App is secure, error-free, or compliant with law.

6.4 **Hosting and support.** Bluehost hosts published Apps. An App that has not been visited or edited for a period of time may pause and will resume when it is next visited or edited, which may cause a short delay. Uptime commitments that apply to other Bluehost hosting products do not apply to Apps. Use of published Apps, including form submissions, bookings, and other App activity, is subject to reasonable per-account limits on storage and bandwidth, the Fair Use Policy, and the Acceptable Use Policy. Bluehost supports the App Builder platform, including building, previewing, publishing, hosting, domain connection, and AI Credits. Bluehost does not troubleshoot or repair the code or logic of your App; you may change your App by sending instructions to the App Builder.

7. Your Apps and End Users

7.1 **Platform Materials.** Bluehost and its licensors retain all rights in the App Builder and its templates, components, code libraries, and underlying technology ("**Platform Materials**"). To the extent Platform Materials are included in an App, Bluehost grants you a limited, non-exclusive, non-transferable license to use them as part of that App while you maintain an active Bluehost account.

7.2 **End User Data.** If an App collects End User Data, you are responsible for: (a) providing End Users with any required privacy notice and terms; (b) obtaining any required consents; (c) responding to End User requests regarding their data; and (d) securing End User Data within your control. Bluehost

processes End User Data on your behalf to provide the App Builder, including App analytics (such as visits, traffic sources, and form submissions), as described in our Privacy Notice and, where applicable, the Data Processing Agreement.

7.3 **Sensitive data; additional restrictions.** The App Builder does not meet the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and Bluehost does not enter into business associate agreements. You may not enter protected health information (PHI) as defined by HIPAA into the App Builder or design or use an App to collect, store, or transmit PHI. Unless the App Builder expressly supports it, you also may not design or use an App to collect payment card numbers, government identification numbers, or other sensitive data, such as personal information from or about children under 13. In addition to the restrictions in the Acceptable Use Policy and the AI Terms, you may not use the App Builder to create or operate an App that is directed to children under 13 or that provides regulated services (such as financial, medical, or legal services) without required licenses or authorizations.

7.4 **App users and administrators.** If your App allows End Users to create accounts, or if you create administrator or other logins for your App, you are responsible for those accounts, including who you give access to, the roles and permissions you assign, and the security of their credentials. People you add as App administrators do not need a Bluehost account, are not parties to your agreement with Bluehost, and act on your behalf within your App.

7.5 **Responsibility for Apps.** You are solely responsible for your Apps, including their content, code, functionality, security, and operation, how they are used, and their compliance with laws that apply to you, your business, and your End Users. This applies whether the App's code or content was written by you or generated by the App Builder. Bluehost is not a party to any agreement or transaction between you and your End Users or other third parties, and to the maximum extent permitted by law, Bluehost is not liable for any loss, damage, or claim arising out of or relating to your Apps or their use. This includes errors, defects, or security vulnerabilities in Output, the loss or disclosure of End User Data, and claims by End Users or other third parties. Your indemnification obligations under the TOS apply to any claim arising out of or relating to your Apps.

8. Third-Party Services and Credentials

Certain App features require an account with a third-party provider (for example, Resend or Postmark for email notifications, or Google Calendar for bookings). Your use of a third-party service is governed by that provider's terms, and Bluehost may add, change, or remove supported integrations at any time. You are responsible for any API keys, credentials, or other secrets you store in or connect to the App Builder, including having authorization to use them and limiting their permissions to what your App requires. Bluehost is not responsible for charges, data loss, or other consequences arising from use of your third-party accounts through your Apps. Images the App Builder selects from third-party libraries (such as Unsplash) are subject to the license terms of their source, and you are responsible for your use of them.

9. Inactive Workspaces; Archiving and Deletion

9.1 **Archiving.** If a Free Plan Workspace has had no sign-in and no App Builder activity for twelve (12) consecutive months, Bluehost may archive its Apps. Archiving unpublishes any published Apps. Bluehost will notify the email address associated with your account at least thirty (30) days before archiving. Archived Apps are not accessible, and their preview links are disabled. You may restore archived Apps at no charge by signing in before they are deleted.

9.2 **Deletion.** If you do not restore archived Apps within thirty (30) days after archiving, Bluehost may permanently delete them.

9.3 **Paid Plans.** Apps in a Workspace with an active Paid Plan are not archived for inactivity. If your Paid Plan ends, your Workspace is treated as a Free Plan Workspace under this Section 9, with inactivity measured from your last sign-in or App Builder activity.

9.4 **Deleting an App.** If you delete an App, its published version and preview links are also removed. Bluehost may, but is not required to, restore a deleted App if you contact Bluehost support within thirty (30) days of deletion; after that, the deleted App cannot be recovered.

10. Changes; No Lifetime Entitlement

10.1 **Notice of material Free Plan reductions.** Bluehost may modify, limit, or discontinue the App Builder or any Plan as provided in the TOS. If a change materially reduces what the Free Plan provides, Bluehost will give at least thirty (30) days' notice by email or in-product notification before the change takes effect, except for changes Bluehost determines are needed for security, abuse prevention, legal or regulatory compliance, or because of changes by a third-party provider.

10.2 **No lifetime entitlement.** The Free Plan and each Paid Plan describe Bluehost's current offering. Nothing in these App Builder Terms, the Plan Page, or Bluehost's marketing creates a lifetime, perpetual, or grandfathered right to any Plan, feature, price, or AI Credit allowance.

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