

## **MYTIME SUPPORT SERVICES**

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1. **Generally.** MyTime Support is a service whereby Web.com representatives or a vendor or sub-contractor thereof will assist you with configuring, modifying, utilizing or updating the services associated with your account and/or other products or services. Subject to the terms and conditions of this Agreement and the Web.com Master Services Agreement found at <https://legal.web.com/> and, during the term of this Agreement, Web.com agrees to provide to you the MyTime Support services purchased by you during the sign-up process, provided, however, that all sales shall not be considered final until Web.com's technical team has reviewed the details of your MyTime Support applicable service requests, if any. Upon such review and because of the unique nature of customers' services and websites, Web.com reserves the right to change the scope of the MyTime Support services purchased by you. Such change may result in a change to the price for the MyTime Support services in order to ensure that the MyTime Support services can be completed. Should you decline the MyTime Support services after this review, Web.com will refund your purchase.

Web.com will provide MyTime Support for you based upon direction and input provided to us by you. Customer hereby grants to Web.com and its vendors and sub-contractors all necessary rights and licenses with respect to your account in order for Web.com to carry out its obligations for the MyTime Support service and to make a reasonable number of archival or back-up copies of information, documents, files, or materials as deemed necessary by Web.com. Notwithstanding the foregoing, Web.com is not obligated to archive or responsible for archiving any information, documents, or materials that are mailed, emailed, faxed, or otherwise provided to Web.com.

2. **Your Obligations.** In order for Web.com to perform the MyTime Support service in accordance with this Agreement, you shall be responsible for the following:

- A. Providing Web.com with all information requested by Web.com to allow Web.com to fulfill the specific MyTime Support service requested by you. In certain cases, this may include providing access to your computer for a representative of Web.com or a vendor or sub-contractor thereof.
- B. Ensuring that the content provided by you (or any representative thereof), if any, does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization necessary to use intellectual property or other proprietary information of third parties. You represent and warrant that any name or word submitted to be used in connection with the MyTime Support service does not infringe any trademark, domain name, or any other intellectual property rights of any third party.
- C. Ensuring the accuracy of materials provided to Web.com, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for you.
- D. Where you have purchased MyTime Support services on-line (as opposed to over the telephone), within thirty (30) days of purchase, you must either: (i) log in to your Account Manager, access your applicable MyTime Support services package, and complete the Request Assistance Form provided therein; or (ii) contact customer service via telephone to submit your service request. If you fail to contact Web.com within thirty (30) days of an online purchase of MyTime Support services, payment will be surrendered in full.
- E. In some cases, Web.com will be working with you to gather information to fulfill the specific MyTime Support service you have requested. In such cases, prompt response from you is

necessary. If a response is not received from you for more than fifteen (15) days, the MyTime Support service is considered "abandoned" and payment is surrendered in full.

3. Information and Content You Provide. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Web.com has the right to suspend or terminate your account and refuse any and all current or future services (or any portion thereof). You acknowledge that Web.com does not pre-screen content, images and inventory. Web.com and its designees shall have the right to remove any content that violates the Acceptable Use Policy. You agree that you must evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by Web.com or submitted to Web.com.

4. Non-Interference By You. Customer will use the MyTime Support service in a manner which does not interfere with or disrupt other network users, services, or equipment, and Web.com reserves the right to terminate or suspend the MyTime Support service without notice to you if such interference is determined by Web.com to exist. Such interference or disruption includes, but is not limited to:

- A. wide-scale distribution of messages, including bulk email or unsolicited spam email, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,
- B. propagation of computer worms or viruses, and
- C. use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

5. One-time MyTime Support Service. All requested services must be redeemed during one service consultation. For example, if you purchased 60 minutes of One-time MyTime Support and it only takes 45 minutes to fulfill the requested service(s), the remaining 15 minutes is waived and related payment surrendered.

6. Monthly MyTime Support Service. All requested services for a given month must be redeemed during one service consultation. For example, if you purchased 60 minutes (per month) of Monthly MyTime Support and it only takes 45 minutes to fulfill the requested service(s) that month, the remaining 15 minutes for that particular month is waived. Additionally, if you do not use your service consultation for a particular month, the minutes do not carry over to the next month.

7. Yearly MyTime Support Service.

- A. All requested services for any yearly MyTime Support package must be used within the term period purchased. For example, if you purchase a one-year term, you must use all minutes allotted within one year from the date of purchase. Any unused minutes shall be deemed as waived and forfeited by you.
- B. For any yearly MyTime Support package, the amount of minutes that Web.com takes to complete any given task shall be defined pursuant to the MyTime Support Services List, which can be found on [www.networksolutions.com](http://www.networksolutions.com). The amount of time listed on the MyTime Support Services List for a particular task shall be deducted from any remaining minutes on your MyTime Support package, regardless of whether the task takes more or less time to complete. For example, if a

task is listed as taking 30 minutes on the MyTime Support Services List and the task takes 45 minutes to complete, Web.com will deduct 30 minutes from the remaining minutes on your MyTime Support package. Similarly, if a task is listed as taking 30 minutes on the MyTime Support Services List and the task takes only 20 minutes to complete, Web.com will deduct 30 minutes from the remaining minutes on your MyTime Support package.

- C. Where the MyTime Support Services List requires you to call Web.com for a quote, the time to fulfill the requested service shall be provided by Web.com during that call or thereafter and shall control and be treated as though it were listed on the MyTime Support Services List.

8. Yearly Platinum Service. For customers selecting the Platinum service, Web.com will make a dedicated support team available to provide ongoing consulting privileges to assist in management of your Web.com account; an annual account user access audit; and a quarterly business review. Platinum services described herein are subject to change in Web.com's sole discretion. The initial price for this service is \$1,500.00 U.S. invoiced annually, and such price is subject to change upon renewal from time to time in Web.com's sole discretion.

The Platinum service does not include provision of independent products that may be recommended by members of the support team from time to time; purchase of such products will likely incur additional charges, and you agree to the terms of such purchase at the time you make such purchase request. In no event shall Web.com be liable in the event requested purchases or renewals are not fulfilled for any reason; it is your responsibility to confirm that purchases or renewals you request are fulfilled. Web.com does not guaranty that products will be available for purchase between the time of request and attempted fulfillment.

Upon your written request, Web.com may make changes to domain name settings and configurations. You agree to indemnify and hold Web.com harmless for consequences of any changes to functionality or other outcomes that may result from such requested changes.

9. VPS Migration Services. For certain services offered under MyTimeSupport that involve the migration of a Web.com VPS hosting package to another Web.com hosting package, the following additional terms apply:

- A. In accordance with such a migration, Web.com will endeavor to migrate over necessary website, database and hosting account data and information on the current VPS hosting package to a new Web.com hosting package. The hosting migration will cover any applications and SSL certificates that you have installed using the hosting control panel as well as any applications that have been built outside the control panel. However, Web.com makes no representations whatsoever that all necessary website, database or hosting information and/or data will be fully or properly migrated. You further acknowledge and agree that Web.com has no obligation to back-up any information or data related to your website, database or hosting account during or otherwise in the event of a migration.
- B. Upon requesting or otherwise ordering the migration services, Web.com shall bill your method of payment for any applicable migration charges, and will further assess as to whether Web.com can provide the migration services to you. Web.com will look to complete such an assessment within five (5) business days and then shall confirm if the migration services are to be provided, whereby you are required to provide all needed information related to the current hosting package, contents thereof and what is to be migrated. Customers who will not be provided the migration services will receive a refund for applicable migration charges billed, and for those customers for whom the migration services are to be provided Network Solution (or a vendor or sub-contractor thereof) would work with the customer in an effort to provide those migration services.
- C. As part of the migration services you will cooperate and Web.com to establish a "cut-off date" for

the migration process for which all tasks and activity are to be discontinued on the old hosting package. Any changes made to the old hosting package after the cutoff date will not be migrated to the new package. During migration any online transactions and/or changes to the old hosting package will be not migrated. Moreover, there may be an outage and/or downtime of the customer's website, database and/or hosting account during the migration and subsequent verification. If the migration involves an active website, any transactions that are placed during this migration process will not be migrated. Once the migration is complete the customer will be required to verify that the migration was successful.

- D. For DNS Changes to be made in association with any such hosting migration, if you are using external DNS, you acknowledge and agree that it is your responsibility to update the zone records. You further acknowledge and agree that you may need to update your glue records (Name Server IP address) at the registry level by working with your respective registrar. However, if the DNS and Domain is registered at Web.com, then you acknowledge and agree that Web.com can make any needed changes to your zone records and glue records.

10. Remote Desktop Feature. For certain services offered under MyTime Support, access to your computer will be necessary in order to complete the service. Access to the Internet is also required to receive certain MyTime Support services, and you are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with the Services. By purchasing MyTime Support, you authorize a representative of Web.com and/or its vendors or sub-contractors to access your computer and any associated computer networks. You agree that you will bear all risks associated with your purchase of the MyTime Support services and your Internet connection. You will comply with all applicable local, state, national and international laws and regulations during the provision of the MyTime Support services. You agree to allow Web.com to record and archive a digital copy of the MyTime Support session in a video format for liability and training purposes, and you are aware and agree that anything you do not want recorded, including but not limited to e-mail, files, attachments, pictures, and Internet history, must be removed from your computer prior to the MyTime Support session.

11. You agree to assist Web.com as reasonably requested by Web.com in diagnosing the issues and providing the MyTime Support services. The Web.com representative providing the MyTime Support service(s) has sole discretion over any instructions and steps taken in providing the Services.

12. You agree that the MyTime Support services provided by Web.com may result in malfunction of certain programs or functions of your computer or associated computer networks, and acknowledge that this result may occur through no fault of Web.com. Knowing and understanding the risk of accepting MyTime Support services from Web.com, you assume all responsibility and risk for any damage to your programs, computer or associated networks that may result from those services, even if due to the fault or negligence of Web.com. Furthermore, you agree in advance to release, waive, forever discharge, and covenant not to sue Web.com, any of its employees, officers, and/or agents from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that may result from any and all MyTime Support services that you purchase and accept.

13. You hereby agree to indemnify, save and hold harmless Web.com, its employees, officers, and/or agents from any loss, liability, damage, or cost they may incur due to the provision of MyTime Support services on your behalf, whether or not such loss, liability, damage or cost is due to the fault or negligence of Web.com.

14. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, Web.com, and that Web.com, is not responsible for and has no control over the information, content or other materials, some of which may be offensive, malicious or destructive in nature, which may be accessed through use of the MyTime Support service. You further agree that Web.com does not own or control all of the various facilities and communications lines through which MyTime Support may be provided, nor does Web.com guarantee access to or through websites, servers or other facilities on the

Internet, whether or not such facilities are owned or controlled by Web.com.

15. You further agree that Web.com cannot and does not guarantee or warrant that data or software programs available for downloading through MyTime Support will be free of defects, infection or viruses, worms, Trojan horses or other code that manifests contaminating, malicious or destructive properties. You are solely responsible for implementing adequate procedures to satisfy your particular requirements for data security, accuracy of data input and output, and for maintaining a means external to MyTime Support for the reconstruction of any lost data (for example, adequate backup procedures).

16. You further acknowledge and agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information that you transmit or receive over the Internet. You agree that Web.com is not responsible for invalid destinations, transmission errors, or corruption or security of your data, computers or networks.