

# Pro Design Live Addendum

This Pro Design Live Addendum (the “Addendum”) is an agreement between Newfold Digital, Inc., and its subsidiaries, affiliates and brands (“Newfold”) and you (“Subscriber”) which applies to your purchase and use of the Pro Design Live service. The parties understand, acknowledge, and agree that this Addendum is in addition to the terms and conditions contained in the applicable Newfold Terms of Service (the “TOS”) incorporated herein by reference. In the event that there is a conflict between the terms of this Addendum and the TOS, the terms of this Addendum shall prevail unless otherwise explicitly stated in the TOS.

## 1. Description of the Services.

Pro Design Live supports, educates and advises its subscribers on how to create a successful WordPress website (the “Services”). Depending on the subscription plan that you choose upon your purchase, the Services may include expedited responses to your support tickets, live chat support, and live telephone support.

## 2. Term and Termination.

**A. Term.** The initial term of the Services shall be for the time period set forth at the time of purchase (the “Initial Term”). Unless you cancel as permitted herein prior to the end of the Initial Term, the Services will automatically renew for successive periods of equal length as the Initial Term (each a “Renewal Period”). You acknowledge, agree, and authorize us to automatically bill the applicable fee and/or charge your credit card or other payment method prior to the end of each Renewal Period as stated in the TOS, unless you cancel the Services prior to such charge as provided herein. The “Term” of this Addendum shall include the Initial Term and all Renewal Periods, if any.

**B. Termination.** This Addendum may be terminated by Newfold immediately and without notice in the event that: (i) Subscriber fails to pay any Fees (as defined in Section 3) when due; or (ii) Subscriber otherwise breaches the terms of this Addendum or the TOS. Newfold will not refund to Subscriber any Fees paid in advance of such termination, and you shall be obligated to pay all Fees and charges accrued prior to the effectiveness of such termination. Further, a termination of Subscriber’s underlying account will result in the termination of this Addendum.

## 3. Payment Terms.

**A. Fees.** Subscriber agrees to pay the fees presented to you at the time you order the Services (the “Fees”).

**B. Automatic Renewals.** By purchasing the Services, you agree to allow Newfold to place your account on a recurring payment plan. Unless you disable the automatic renewal option or cancel the Services, the Fees will automatically be re-billed prior to the payment date for each Renewal Period as stated in our TOS.

**C. Changing Plans.** When purchasing the Services, Subscriber can choose from several different plans. In the event that the Subscriber chooses to change their plan during the Term, the Fees already paid for

the then current Term will be prorated and the remaining amount will be applied to the Fees due for the new plan. The renewal date of the Services will not change.

#### **4. Cancellation and Refunds.**

**A. Cancellations.** Subscriber may cancel the Services at any time through your account manager or as stated in the TOS. Subscriber may also cancel the Services by contacting customer service. In the event the Subscriber cancels the Services, the Services shall be provided through the end of the then current Term unless otherwise requested by Subscriber. Further, if Subscriber cancels the underlying account for which the Services are used, the Services will also be cancelled.

**B. Refunds.** In the event that Subscriber cancels the Services, the Fees for the Services are nonrefundable. In the event that Newfold terminates this Addendum, Newfold shall provide Subscriber with a prorated refund of the Fees paid for the then current Term, provided that such termination is not a result of Subscriber's breach of this Addendum or the TOS.

#### **5. Modification.**

**A. Modification of Services.** Newfold reserves the right to modify, change, or discontinue any aspect of the Services at any time.

**B. Modification of this Addendum.** Newfold may in our sole discretion change or modify this Addendum at any time and will indicate at the bottom of this Addendum the date these terms were last revised. Any changes or modifications to this Addendum shall be effective and binding on you as of the date indicated in a notice posted on this page. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Addendum as modified. If you do not agree to abide by this Addendum, you are not authorized to use the Services and your sole remedy is to cancel your account as set forth in Section 4 of this Addendum.

#### **6. Confidentiality.**

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party not under a duty of confidentiality; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than providing or utilizing the Services. Each party's Proprietary or Confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Addendum, the non-disclosing party may be entitled to equitable relief.

**This file was last modified April 14, 2023**