

TRANSFERME™ WEBSITE MIGRATION SERVICE

1. **Application of Terms.** In addition to the terms and conditions set forth in this Service Agreement, the following additional terms shall apply to Service(s) (as defined herein) for the TransferMe™ Website migration service you use, access or purchase (collectively "use") from Web.com. You agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services and is bound by the terms of this Agreement.
2. **Accurate Information.** The TransferMe service allows you to transfer your Website from your current hosting provider to Web.com which will host your site pursuant to the hosting terms and conditions set forth in Section I above. In order to migrate your Website to our hosting platform, you must provide Web.com with certain information necessary for us to access your Website. This information shall include but is not limited to, Internet Protocol (IP) address of your current server, your File Transfer Protocol (FTP) username and password, the domain name authorization code, and your email address and password information. To allow us to move your site to our hosting platform, you agree to allow us to place scripts on your site that will allow us to probe for FTP and other data needed to effectuate the migration of your site.
3. **Representations and Warranties.** YOU REPRESENT AND WARRANT THAT: (i) YOU ARE THE OWNER OF ALL OF THE CONTENT ON YOUR WEBSITE (INCLUDING BUT NOT LIMITED TO THE PHOTOS, COPY, LOGOS, DESIGN ELEMENTS, DATA FILES AND SITE LAYOUT) ("CONTENT") AND/OR YOU HAVE THE RIGHTS TO TRANSFER YOUR WEBSITE AND ALL CONTENT FROM YOUR CURRENT HOSTING PROVIDER TO WEB.COM; (ii) THAT TRANSFERRING YOUR WEBSITE TO WEB.COM SHALL NOT VIOLATE THE TERMS AND CONDITIONS OF ANY AGREEMENT YOU HAVE WITH YOUR CURRENT HOSTING PROVIDER OR THIRD PARTY; (iii) YOU HAVE THE RIGHT TO PROVIDE US WITH THE INFORMATION REQUIRED TO MIGRATE YOUR WEBSITE TO OUR HOSTING PLATFORM; AND (iv) YOUR WEBSITE AND THE CONTENT THEREON: DOES NOT INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY COPYRIGHT, PATENT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY; DOES NOT BREACH THE RIGHTS OF ANY PERSON OR ENTITY, INCLUDING RIGHTS OF PUBLICITY OR PRIVACY, AND IS NOT DEFAMATORY; AND DOES NOT RESULT IN CONSUMER FRAUD (INCLUDING BEING FALSE OR MISLEADING). IF YOU ARE NOT ABLE TO MAKE ALL OF THESE REPRESENTATIONS AND WARRANTIES, YOU MUST NOTIFY WEB.COM IMMEDIATELY.
4. **Indemnity.** In addition to the indemnity obligations in the Agreement, you agree to indemnify and hold harmless Web.com, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the transfer of your Website and its Content to our hosting platform, any breach of your representations and warranties above, or any violation of this Agreement or of any law or the rights of any third party.
5. **Suspension Due to Breach.** Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of the Content on your Website and suspension and/or termination of your Web Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Web.com will have no liability to you due to any corrective action that Web.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use provided by Web.com in conjunction with the Web Hosting Services that are found in other Schedules to this Agreement.

6. Disclaimer of Warranties. IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT, YOU AGREE THAT YOUR USE OF OUR TRANSFERME WEBSITE MIGRATION SERVICE IS SOLELY AT YOUR OWN RISK AND THAT SUCH SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. WE MAKE NO WARRANTY THAT THE MIGRATION OF YOUR WEBSITE TO OUR HOSTING PLATFORM WILL BE TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY FILES, DATA, OR CONTENT TRANSFERRED USING OUR SERVICE IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE TRANSFER. IN NO EVENT SHALL WEB.COM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRANSFERME WEBSITE MIGRATION SERVICE.