

# Terms & Conditions of Service.ly

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Welcome to Service.ly These are the terms and conditions that govern your use of our software-as-a-service (SaaS) platform. Please read these terms carefully as they constitute a legal agreement between you and Service.ly. By using our platform, you agree to comply with these terms.

## Agreement and Acceptance

By accessing and using the Service.ly website, mobile application, and any other services offered by Service.ly, you agree to be bound by these terms of use and any additional terms that specifically apply to certain services and features. If you do not agree to these terms, please refrain from using our services.

## Ownership of Accounts

The ownership of user accounts and associated content will be determined based on the email address listed in Service.ly's records. In case of disputes over ownership, Service.ly reserves the right to make a decision or temporarily suspend the account until a resolution is reached. It is your responsibility to safeguard your account information and ensure its accuracy.

## User Account

To fully use Service.ly's services including publishing your website, you must create a user account. This can be done directly on the Service.ly website.

## Ownership and Legal Responsibility

You must have the necessary rights to the content including images you upload or publish on the Service.ly platform. It is your responsibility to ensure that your content is legal and trustworthy. You are also responsible for complying with all applicable laws and contractual terms.

## Obligations and Best Practices

You are required to fully adhere to all applicable laws and contractual terms governing your use of the Service.ly platform. You are solely responsible for your actions on the platform and for the legality of your content.

## Service Provision

Service.ly has the discretion to determine how its services will be performed, including hosting, transmission, and display of user content.

## Intellectual Property

You retain ownership of your intellectual property rights in your user Content. Service.ly does not claim ownership over your content but may need to access and copy it for technical operations. Service.ly owns the rights to its platform and other proprietary materials.

## **Pricing and Restrictions**

Service.ly may offer its services under different price plans and impose varied restrictions as needed.

## **Feedback and Suggestions**

If you provide feedback or suggestions to Service.ly, they become the exclusive property of Service.ly. You acknowledge that we may use your feedback for various purposes related to improving our services.

## **Privacy**

Certain aspects of the Service.ly platform involve the collection and use of personally identifiable information. You should review our Privacy Policy for detailed information on data collection and usage practices.

## **Paid Services**

Some features of the Service.ly platform may require payment of specific fees. You are responsible for paying all applicable fees in advance or per your agreement with Service.ly.. Service.ly reserves the right to modify fees at any time.

## **Subscription Auto-Renewals**

To ensure uninterrupted services, some of our paid services come with an automatic renewal option enabled by default. Unless you manually disable the auto-renewal option, the paid services will automatically renew for a period equivalent to the original subscription period, excluding any extended periods. The renewal will occur at the same price, unless otherwise notified, taking into account applicable tax changes and excluding any discounts or promotional offers provided during the initial period. For instance, if a service has an original one-month subscription period, each subsequent renewal period (if applicable) will also be one month.

To facilitate the auto-renewal process, we will attempt to automatically charge the applicable fees using the stored payment method up to two (2) weeks before the start of the renewal period. In case we are unable to collect the fees owed by you, we may, at our sole discretion (but without obligation), try to collect them at a later time and/or suspend or cancel your user account without prior notice. If your renewing paid service has a yearly or multi-year subscription period, we will make efforts to notify you at least thirty (30) days before the renewal date.

By accepting these terms of use and purchasing a renewing paid service, you acknowledge and agree to the automatic renewal of the service as described above.

Notwithstanding the above, you are solely responsible for verifying and ensuring the successful renewal of the services you utilize, whether or not they are subject to automatic subscription renewals.

Therefore, you bear sole responsibility for any discontinuation of previously purchased services,

including discontinuation resulting from cancellation, failure to charge recurring fees, or non-automatic subscription renewals. You acknowledge and agree that you shall not have any claims against us in relation to the discontinuation of any services, regardless of the reason.

Please be aware that certain services purchased on or through our platform may be non-refundable. This includes third-party services such as domains, business tools, and applications such as business listings. The terms and conditions for each service or application can be found on our website or during the purchase process. It is your responsibility to review the cancellation policy before making a purchase. We will not provide refunds for non-refundable paid services, applications, or third-party services.

## **Third-Party Services**

At Service.ly, you can access and enhance various third-party services (collectively referred to as "Third-Party Services").

Please note that Service.ly acts as an intermediary platform between you and the Third-Party Services. We do not endorse or assume responsibility for these services. Any interaction or transaction with Third-Party Services is your own responsibility.

Service.ly may suspend or remove Third-Party Services at our discretion, without liability to you. Your interactions with Third-Party Services are your responsibility. We reserve the right to remove services, which may impact your website and user account.

We reserve the right to remove services at any time, which may affect your website, user account, or overall experience.

## **Copyrights**

Service.ly complies with the Digital Millennium Copyright Act ("DMCA") to the best of its interpretation. If you believe that your work has been copied or used in a way that constitutes copyright infringement, you may notify us by using the provided form or providing the following information in writing to our designated Copyright Agent: (1) contact details of the authorized person acting on behalf of the copyright owner; (2) a description of the copyrighted work that has been infringed; (3) a description of the infringing material and information to locate it (including URL address); (4) a statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and (5) a statement that the information provided is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

You can reach Service.ly's at the following address:

2019 Osprey Ln Lutz, FL 33549 Attention: Copyright Agent Telephone Number: +1 (800-531-4461) Email: [support@service.ly](mailto:support@service.ly).

If Service.ly receives a notice regarding copyright infringement related to your website, we reserve the right to cancel your account, take down your website, or remove any content at our sole discretion.

## **Disclaimer of Warranties**

Our Service.ly Services are provided on an "As Is," "with all faults," and "As Available" basis. We do not provide any warranties, whether implied or expressed, including but not limited to warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty. We cannot guarantee that our Service.ly Services (or any part, feature, or Content thereof) are complete, accurate, of a certain quality, reliable, or secure. We also cannot guarantee their suitability or compatibility with your or your intended activities, devices, operating systems, browsers, software, or tools. Compliance with applicable laws in your operating jurisdiction is not guaranteed. We do not guarantee that the operation of our Service.ly services will be free from viruses, bugs, or other harmful components or program limitations.

Additionally, we do not endorse any entity, product, or service (including any Third-Party Services) mentioned on or made available via our Service.ly Services. Therefore, it is essential to verify their credibility before using or engaging with them.

We may, at our sole discretion (without any obligation to do so), screen, monitor, and/or edit any account and/or website at any time and for any reason, with or without notice.

Despite any contrary provision, Service.ly will not be considered a "publisher" of any content. We do not endorse any content and assume no liability for any content uploaded, posted, published, and/or made available by any user or any other party on and/or through our Service.ly. This includes any use of the content by any party and any loss, deletion, or damage to the content.

You acknowledge the inherent risks associated with using our services and/or engaging with any Third Party Services through or in connection with Service.ly. We cannot guarantee specific outcomes from such use and interactions. Therefore, you assume all risks, liabilities, and potential harm arising from such interactions. These risks may include misrepresentation of information by Third Party Services and Licensed Content, breach of warranty or contract, rights violations, and resulting claims.

We do not recommend using our services for hosting personal content, and we assume no security or integrity obligations or risks related to breach or damage to such content.

Please note that certain services are currently offered in their Beta version and undergoing Beta testing. Along with the aforementioned, you understand and agree that certain services may still contain software bugs, experience disruptions, or not operate as intended or expected. Your use of services during the Beta stage signifies your agreement to these conditions and your participation in the Beta testing.

## **Service.ly Services**

We reserve the right to monitor and edit your website and content.

However, we do not assume the role of a "publisher" for your content, endorse your content, or be liable for any content used by you or any other party.

Using our services or any other services entails risks, which you accept.

Some of our services are still in the Beta stage and may contain bugs or experience interruptions.

## **Limitation of Liability**

To the maximum extent permitted by applicable law in each jurisdiction, Service.ly, its officers, directors, shareholders, employees, affiliates, and agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages whatsoever. This includes damages resulting from errors, mistakes, or inaccuracies in any content; personal injury or property damage related to your use of our Service.ly services; unauthorized access to or use of our servers, personal information, or other stored information; interruption or cessation of transmission to or from our services; the use or display of any content or user content posted.

## **Indemnification**

By using Service.ly's services, you agree to protect, indemnify, and hold Service.ly, its officers, directors, shareholders, employees, affiliates, and agents harmless from any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including attorney's fees) that may arise from the following:

Your violation of any provision stated in these Terms of Use or any other Service.ly terms.

Your violation of the rights of any third party.

## **Changes & Updates**

Service.ly retains the right to alter, suspend, or terminate any of the Service.ly services, including associated features or prices, and/or revoke your access to any of the Service.ly services, which may include the removal of any materials created by you in connection with the Service.ly's services. These actions can be taken at any time and in any manner, with or without prior notice.

By using Service.ly's services, you agree that Service.ly shall not be held responsible or liable to you or any third party for any changes, suspensions, or discontinuations of Service.ly's services, including materials, content, or services created or developed by you in connection with Service.ly.

In the event that such changes necessitate the payment of additional or increased fees, we will provide you with advance notification. If you fail or refuse to pay the additional or increased fees, we reserve the right, at our sole discretion, to cancel your user account.

## **Governing Law & Jurisdiction; Class Action Waiver**

You explicitly acknowledge and agree that Service.ly has the authority to enforce these Terms & Conditions against you.

The Service.ly Terms, the rights and remedies provided herein, and any and all claims and disputes arising from or related to Service.ly's services, their interpretation, termination, or validity, the relationships resulting from or pursuant to the Service.ly terms, or any related transaction or purchase, shall be governed by, construed under, and enforced exclusively in accordance with the laws in the United States, without regard to its conflict of laws principles.

All such claims and disputes shall be brought in, and you hereby consent to their exclusive resolution by a competent court located in Illinois. Subject to applicable law, all disputes between you and Service.ly shall be resolved on an individual basis, and you shall not have the right to bring any claim against

Service.ly as a plaintiff or as a member of a class, in consolidated or representative actions, or in any other legal proceedings conducted by a group or on behalf of others.

Notwithstanding anything to the contrary in this section, if you are located in the United States of America, (i) the legal jurisdiction governing all aspects of the payment transaction described between you and Service.ly will be the State of Illinois without regard to its conflict of laws principles, and (ii) any and all claims and disputes related to such payment transaction shall be brought in, and you hereby consent to their exclusive resolution by, a competent court located in Illinois.

## **Relationship**

The Service.ly terms and your use of Service.ly's services do not and shall not be interpreted as creating a partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Service.ly and you.

## **Notices**

We may deliver notices to you using any of the following methods: (1) within the Service.ly Services, such as banners or pop-ups on the Service.ly website, user Account, or other areas; (2) via email sent to the email address you provided us; (3) through any other means, including phone numbers or physical addresses you provided us. Unless otherwise specified in the notice, any notice from Service.ly to you or your Reseller will be considered received and effective within twenty-four (24) hours after it is published or sent using any of the aforementioned methods.

## **Entire Agreement**

These Terms & Conditions, along with the Service.ly terms and any other legal or fee notices provided to you by Service.ly, constitute the complete agreement between you and Service.ly regarding the subject matter discussed herein or therein. They supersede any prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants, or representations, whether written or oral, between Service.ly and you, including those made by any of our respective representatives, regarding any of Service.ly's services. By entering into any of the Service.ly terms, you acknowledge that you are not relying on any promise, inducement, representation, statement, disclosure, or duty of disclosure by Service.ly.

## **Assignment**

Service.ly reserves the right to assign its rights and obligations hereunder and transfer ownership rights and title in the Service.ly services and/or licensed content to a third party without your consent or prior notice. However, you may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Service.ly. Any attempted or actual assignment without Service.ly's explicit and written consent will be deemed null and void. It's important to note that such an assignment or transfer under this Section does not grant Service.ly or you the right to cancel any Service.ly services or third party services that are currently in effect.

## **Severability & Waivers**

If a court of competent jurisdiction deems any provision of the Service.ly terms & conditions invalid, unlawful, void, or unenforceable, that provision shall be considered separate and independent, and it shall not affect the validity and enforceability of the remaining provisions. The waiver of any breach or default of any of the Service.ly terms shall not be interpreted as a waiver of any preceding or subsequent breach or default.

## **Customer Service Contact**

To get in touch with our Customer Service, please contact us using the email below:

[support@service.ly](mailto:support@service.ly).