

General Terms of Service

These Terms of Service (the "Agreement") are an agreement between Gransy s.r.o. ("BzzHost", "us", "our", or the "Company") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by BzzHost and of the bzzhost.com website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

Additional Policies and Agreements

- Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.
 - [Privacy Notice](#)
 - [Acceptable Use Policy](#)
 - [Copyright Infringement Policy](#)
- Additional terms may also apply to certain Services and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

Account Eligibility

- By registering for or using the Services, you represent and warrant that:
 - You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of, or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
 - If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf concerning any actions you take in connection with the Services.
- It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts, is accurate, correct, and complete at all times. BzzHost is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, you may utilize the **BzzHost admin portal** to update your contact information. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government-issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.
- You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to

maintain the confidentiality of your password and other information related to the security of your account.

- Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
- The Service and any data you provide to BzzHost is hosted in the Czech Republic (CZ) unless otherwise provided. If you access the Service from outside of the CZ, you are voluntarily transferring information (potentially including personally identifiable information) and content to the CZ, and you agree that our collection, use, storage, and sharing of your information and content is subject to the laws of the CZ, and not necessarily of the jurisdiction in which you are located.

User Content

- You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to BzzHost that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.
- - Solely for purposes of providing the Services, you hereby grant to BzzHost a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, BzzHost does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.
 - BzzHost exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through BzzHost's computers, network hubs and points of presence or the Internet. BzzHost does not monitor User Content. However, you acknowledge and agree that BzzHost may, but is not obligated to, immediately take any corrective action in BzzHost's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that BzzHost shall have no liability due to any corrective action that BzzHost may take.

Compliance with Applicable Law.

- You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where
- you reside or your organization is located regarding User Content, User Websites, online activities, email, and your

- use of the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding
- the transmission of technical data exported to or from the Czech Republic or the country in which you reside. The
- Services are controlled and operated by us from our offices within the Czech Republic (although we may share data
- with third parties around the world to assist us in providing the Services as further described in our [Privacy Notice](#))
- and we make no representation that the Services are appropriate or available for use in other locations. Those who
- access the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance
- with all applicable laws in those locations. We do not offer the Services where prohibited by law.
- For the purposes of European Directive 95/46/EC, the General Data Protection Regulation 2016/679) (“GDPR”) and any
- applicable national implementing laws in your jurisdiction, and with respect to your subscribers’ or customers’ personal
- data, you acknowledge and agree that you are the Controller (as that term is defined in the GDPR), and we are a
- Processor (as that term is defined in the GDPR) insofar as you may store personal data through your use of our Services
- only as permitted and subject to the terms of this Agreement. You also acknowledge and agree that you are responsible
- for complying with all obligations of a data controller under applicable law (including the GDPR).
- To the extent the GDPR applies to you, you represent and warrant that in using our Services, you will clearly describe
- in writing how you plan to use any personal data collected and you will ensure you have a legitimate legal basis to transfer
- such personal data to us and that you have the necessary permission to allow us to receive and process (e.g., store) such
- personal data on your behalf. The additional data processing terms set forth [here](#) shall apply where you are a Controller
 - subject to the GDPR.
- **Third Party Products and Services**
- **Third Party Providers**
- BzzHost may offer certain third-party products and services. Such products and services may be subject to the terms and conditions of the third-party provider. Discounts, promotions, and special third-party offers may be subject to additional restrictions and limitations by the third-party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third-party provider with whom you are dealing.
- - BzzHost does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third-party provider. You undertake all transactions with these third-party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third-party providers. BzzHost is not an agent,

representative, trustee, or fiduciary of you or the third party provider in any transaction.

BzzHost as Reseller or Licensor

- BzzHost may act as a reseller or licensor of certain third-party services, hardware, software, and equipment used in connection with the Services ("Non-BzzHost Products"). BzzHost shall not be responsible for any changes in the Services that cause any Non-BzzHost Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-BzzHost Products, either sold, licensed, or provided by BzzHost to you will not be deemed a breach of BzzHost's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-BzzHost Product are limited to those rights extended to you by the manufacturer of such Non-BzzHost Product. You are entitled to use any Non-BzzHost Product supplied by BzzHost only in connection with your use of the Services as permitted under this Agreement. You shall not attempt to copy, alter, reverse engineer, or tamper with such Non-BzzHost Product or to use it other than in connection with the Services. You shall not resell, transfer, export, or re-export any Non-BzzHost Product, or any technical data derived therefrom, in violation of any applicable law, rules, or regulations.

Third-Party Websites

- The Services may contain links to other websites that are not owned or controlled by BzzHost ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third-Party Sites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including the privacy and data gathering practices of any website to which you navigate.

Account Security and BzzHost Systems.

- It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
- The Services, including all related equipment, networks, and network devices are provided only for authorized customer use. BzzHost may, but is not

obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

- Any account found connecting to a third-party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. BzzHost may, at our discretion, request documentation to prove that your access to a third-party network or system is authorized.
- Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by BzzHost of an issue, we reserve the right to leave access to services disabled.
- BzzHost reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

Compatibility with the Services

- You agree to cooperate fully with BzzHost in connection with BzzHost's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, BzzHost is not responsible for any delays due to your failure to timely perform your obligations.
- You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by BzzHost to provide the Services, which may be changed by BzzHost from time to time in our sole discretion.
- You are solely responsible for backing up all User Content, including but not limited to, any User Websites. BzzHost does not warrant that we back up any User Content, and you agree to accept the risk of loss of any and all User Content.

Billing and Payment Information

Prepayment.

- It is your responsibility to ensure that your payment information is up to date and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

Autorenewal.

- **Unless otherwise provided, you agree that until and unless you notify BzzHost of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.**

Taxes.

- Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to BzzHost's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

Late Payment.

- All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, BzzHost may suspend or terminate your account and pursue the collection costs incurred by BzzHost, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. BzzHost will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Domain Payments.

- Domain renewal notices are provided as a courtesy reminder and BzzHost is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed thirty (30) days before the renew date.

Fraud.

- It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. BzzHost may report any such misuse or fraudulent use, as determined in BzzHost's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

Invoice Disputes.

- You have ninety (90) days to dispute any charge or payment processed by BzzHost. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

Payment Card Industry Security Standard Disclaimer.

- BzzHost complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. BzzHost does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

Cancellations and Refunds.

Payment Method.

- No refunds will be provided if you use any of the following methods of payment: bank wire transfers, PayPal. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

Refund Eligibility.

- Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. **Violations of this Agreement will waive your rights under the refund policy.**

Non-refundable Products and Services.

- There are no refunds on dedicated servers, administrative fees, and install fees for custom software. Please note that domain refunds will only be considered if the domain was ordered in conjunction with a hosting package and will be issued at BzzHost's sole discretion. Any refunds issued for domain names will be reduced by the market value of the gTLD. Purchases of ccTLDs are non-refundable.

Cancellation Process.

- You may terminate or cancel the Services by giving BzzHost written notice. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) BzzHost may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement.

Domains

Domain Renewals.

- Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify BzzHost's
- Billing department by mail to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

Domain Name Fees.

- If your plan includes a free domain name and you cancel within 1 year, our standard fee of \$17.99 for the domain name (and any applicable taxes) (the "Domain Name Fee") will be deducted from your refund.

Foreign Currencies.

- Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and BzzHost is not responsible for any change in exchange rates between the time of payment and the time of refund.

Termination

- BzzHost may terminate your access to the Services, in whole or in part, including deletion or confiscation of all files, content, and/or domain name registrations, without notice in the event that: (i) you fail to pay any fees due hereunder to BzzHost; (ii) you violate the terms and conditions of this Agreement; (iii) your conduct may harm

BzzHost or others, cause BzzHost or others to incur liability, or disrupt BzzHost's business operations (as determined by BzzHost in its sole discretion); (iv) you are abusive toward BzzHost's staff in any manner; or (v) for any other lawful reason, including to comply with applicable law, or as otherwise specified in this Agreement. In such event, BzzHost will not refund to you 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.

- **UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.**

Resource Usage

Shared Hosting

Acceptable Use Policy. Disk space is intended for use in accordance with BzzHost's [Acceptable Use Policy](#) and limited to web files, active email and User Website content only. Shared hosting space may not be used for storage, including without limitation, of media, emails, as offsite storage of electronic files, or FTP hosts. BzzHost expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. BzzHost may, in its sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of BzzHost's terms and conditions.

Excessive Server Resources. Use of BzzHost's resources must be consistent with a shared hosting environment and must otherwise comply with this Agreement. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse effect on server performance. Similarly, accounts with an excessive number of database tables (in excess of 5000 database tables) or an excessive database size (in excess of 10GB total database usage or 5GB database usage in a single database) negatively affect the performance of the server. In the event that you exceed these amounts, BzzHost may request that you reduce the number of files/inodes, database tables, or total databases to ensure optimal server performance. BzzHost reserves the right to terminate your account, with or without notice, for excessive use of resources that result in a degradation of server performance or the Services.

Bandwidth Usage. With the exception of resellers, shared servers are not limited in their bandwidth allowance. Resellers are subject to the terms of the plan they purchased and usage information can be viewed in the control panel.

Virtual Private Servers (VPS) and Dedicated Servers Usage.

- Dedicated and VPS usage is limited by the resources allocated to the specific plan you purchased.

Uptime Guarantee.

- If your shared or reseller server has a physical downtime that falls short of the 99.9% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of BzzHost and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact our Billing department by mail with justification within thirty (30) days of the end of the month for which you are requesting a credit. Uptime guarantees only apply to shared and reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

Reseller Terms and Client Responsibility

- Resellers shall ensure that each of their clients complies with this Agreement.
- Resellers are responsible for supporting their clients. BzzHost does not provide support to clients of BzzHost's resellers. If a reseller's client contacts BzzHost, BzzHost reserves the right to place a reseller client account on hold until the reseller can assume responsibility for the reseller's client. All support requests must be made by the reseller on its client's behalf for security purposes.
- Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. BzzHost will hold any reseller responsible for any of their client's actions that violate the law or this Agreement.
- BzzHost is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify BzzHost from and against any and all claims made by any User arising from the reseller's acts or omissions.
- BzzHost reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by BzzHost.
- Resellers in the BzzHost Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

Shared (non-reseller accounts)

- Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

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Dedicated Servers

- BzzHost reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets. BzzHost reserves the right to audit servers as needed and to perform

administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than ten (10) days may be subject to deletion which will result in the loss of all data on the server. BzzHost will not be liable for any loss of data resulting from such deletion.

WordPress Plugins

- If you install or use WordPress plugins operated by Automattic on your hosting account (including, for example, Jetpack), you also acknowledge and agree to (1) the WordPress.com Terms of Service located at (<https://en.wordpress.com/tos/>) which apply to your use of all Automattic products and services; and (2) the Automattic Privacy Policy located at (<http://automattic.com/privacy/>), including without limitation, Automattic's collection of data as described therein.

Price Change

- BzzHost reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change on any annual or longer term plans. It is your sole responsibility to periodically review billing information provided by BzzHost through the user billing tool or through other methods of communication, including notices sent or posted by BzzHost.

Coupons

- Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

Limitation of Liability

- IN NO EVENT WILL BZZHOST ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF BZZHOST IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BZZHOST'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO BZZHOST FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN

AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM
HEREUNDER WILL NOT INCREASE THIS LIMIT.

Indemnification

- You agree to indemnify, defend and hold harmless BzzHost, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

Independent Contractor

- BzzHost and User are independent contractors and nothing contained in this Agreement places BzzHost and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction

- Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Czech republic.

Disclaimer

- BzzHost shall not be responsible for any damages your business may suffer. BzzHost makes no warranties of any kind, expressed or implied for the Services. BzzHost disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by BzzHost or our employees.

Backups and Data Loss

- Your use of the Services is at your sole risk. BzzHost's backup service runs once a day and overwrites any of our previous backups. Only one week of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at BzzHost's sole discretion. BzzHost does not maintain backups of dedicated accounts. BzzHost is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on BzzHost's servers.
- Any shared account using more than 20 gigs of disk space will be removed from our off site weekly backup with the exception of databases continuing to be backed up. All data will continue to be mirrored to a secondary drive to help protect against data loss in the event of a drive failure.

Limited Warranty

- THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, BZZHOST AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. BZZHOST AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. BZZHOST AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Disclosure to Law Enforcement

- BzzHost may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

Entire Agreement.

- This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

Headings.

- The headings herein are for convenience only and are not part of this Agreement.
- **Changes to the Agreement or the Services**
 - BzzHost may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the BzzHost website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.
 - BzzHost reserves the right to modify, change, or discontinue any aspect of the Services at any time.

Severability

- If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

Waiver

- No failure or delay by you or BzzHost to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors

- You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of BzzHost. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. BzzHost may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure

- Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
- **Third-Party Beneficiaries**
- Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

This file was last modified: July 1, 2021.