

Cornick Mountain Consulting & Development, Terms of Service Agreement

Acceptance of terms

Our website products (WP). Your use and access to the WP products, Our website hosting services, and other services offered for WP (collectively the "Service") is subject to Our Universal Terms of Service and all of the relevant terms and policies incorporated within, including but not limited to Our Hosting Terms of Service, the Apps Marketplace Terms of Service and the terms of this product noted here (collectively "Terms"). These Terms are the entire agreement between You and CornickMountain for WP. By using the Service in any way, You agree to and accept these Terms and any other legal notices or guidelines posted on the Site. If You are using Our Service for an organization, You are agreeing to these Terms on behalf of that organization. If You do not agree to these Terms, do not use the Service.

Description of service

Our web-based Service allows users who register for an account (each an "Account Holder") to create and update an online web site. Any new features on the Service, including the release of new WP tools and resources, shall be subject to these Terms. To use the Service, You must have access to the Internet, either directly or through devices that access web-based content, and You must pay any fees associated with Internet access. In addition, You must provide all equipment necessary to make such connection to the Internet, including a web-enabled computer.

Website account and security

You are responsible for maintaining the security of Your account and website, for all activities that occur or actions taken under the account or in connection with the web site. You agree to immediately notify Us in writing of any unauthorized uses of the account or any other breaches of security. We will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will We be liable, in any way, for any of Your acts or omissions or those of any third party, including damages of any kind incurred as a result of such acts or omissions.

You are solely responsible for undertaking measures to: (i) prevent any loss or damage to Your content; (ii) maintain independent archival and backup copies of Your content; (iii) ensure the security, confidentiality and integrity of Your content transmitted through or stored on CornickMountain servers; and (iv) ensure the confidentiality of Your password. CornickMountain 's servers are not an archive and CornickMountain shall have no liability to You or any other person for loss, damage or destruction of any of Your content.

Proprietary Rights

The Service, all confidential and proprietary software used in connection with the Service, Materials, and all other materials and services provided by or through WP are owned by CornickMountain or other parties that have permitted the use of their materials, content, or provided services to Us, and are protected by copyright, trademark, trade secret, and other intellectual property laws.

“Materials” means any necessary software, all informational text, software documentation,

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We do not want to receive confidential or proprietary information from You through the Service or by email. Unless otherwise agreed in writing by an authorized CornickMountain representative, any material, information or idea You transmit to Us by any means may be disseminated or used by Us without compensation or liability to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to Content or to personal information that is subject to Our Privacy Notice.

Your rights in Your content

CornickMountain does not claim ownership of Your Content, but You give Us Your permission to host Your content on the Service. This permission exists only for as long as You continue to use the Service or remain an Account Holder.

Content rules and obligations

All information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials You post on a web site via the Service ("Content") are the sole responsibility of the person from which such Content originated. You are responsible for all Content that You upload, post, transmit or otherwise make available via the Service. We do not control the Content You post via the Service.

Under no circumstances will We be liable for Your Content or the content of any third party, including, but not limited to, for any errors or omissions in Your Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that We do not pre-screen Content, but that We shall have the right (but not the obligation) to refuse, move or delete any Content that is available via the Service. We shall also have the right to remove any Content that violates these Terms or is otherwise objectionable in Our sole discretion. You must evaluate, and bear all risks associated with, the use of any Content. You may not rely on any Content created by Us. You acknowledge and agree that We may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect Our rights, property, or personal safety and those of Our users and the public.

You further agree that You will comply with Our content guidelines and Acceptable Use Policies, including but not limited to those in Our Universal Terms of Service, Hosting Terms of Service and Hosting Acceptable Use Policy.

We retain the right to terminate any account or user who has violated any of the above prohibitions. Any material that in Our judgment is harmful, illicit or threatening is strictly prohibited and may be removed from CornickMountain servers immediately with or without prior notice and may lead to possible warning, suspension or immediate account termination with no refund. You agree that We have the sole right to decide what constitutes a violation as well as what is the appropriate severity of any corrective action to be applied. At its discretion, CornickMountain will take further actions to ensure the stability of Our services including, but not limited to, disabling plugins, themes, accounts, scripts, services etc. CornickMountain shall have no liability to You or any other person for loss, damage or destruction of any of Your content or website.

Billing, payment and cancellation

Billing, payment and cancellation are governed by Our Terms of Service All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You are responsible for payment thereof. If You purchase any Services that We offer for a Fee, You consent to CornickMountain, or Our third party service providers, storing Your payment card information and You authorize Us to charge You (a) any Fees for Services You may purchase, and (b) any applicable taxes in connection with Your use of the Services to the payment card You provide, and You will reimburse Us for all collection costs and interest for any overdue amounts. If the payment card You provide expires and You do not provide new payment card information or cancel Your account, You authorize Us to continue billing You and You will remain responsible for any uncollected Fees.

If You cancel the Service, Your cancellation will take effect at the end of the paid subscription period. After cancellation, You will no longer have access to Your web site and We may delete all information on Your web site. We accept no liability for such deleted information or content. Refunds are eligible for initial subscriptions if the cancellation occurs within 24 hours

Indemnity

You will indemnify and hold harmless CornickMountain, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, employees, successors, and assigns (collectively "Indemnified Parties") from any and all liability, loss, claim, damages, expenses, costs or demands, (including but not limited to reasonable attorneys' fees), incurred or made against the Indemnified Parties by any third party in connection with any claim arising from or related to: (a) Your use (or anyone using Your account/s) use of the Service, the Site or the Materials, (b) Your Content, (c) any Commercial Products You offer on or through the Site or using Our Services, or (d) Your use of the CornickMountains domain services. This includes, but is not limited to, any breach or violation of these Terms by You or anyone utilizing Your account. You must fully cooperate at Your expense as required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

Disclaimer of warranties

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