

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-586

SAP Number

Innovation and Technology Department

Department Contract Representative	Lea Radimaker
Telephone Number	909-388-0672
Contractor	InMotion Hosting, Inc.
Contractor Representative	
Telephone Number	
Contract Term	Indefinite
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1201004048

Briefly describe the general nature of the contract: *Non-financial Boldgrid Terms of Service Agreement with InMotion Hosting, Inc. for W3 Total Cache Wordpress plugin, including non-standard terms, for an indefinite contract period.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Bonnie Uphold, Deputy County Counsel

Date 7-19-2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____


[JOIN FOR FREE \(https://www.boldgrid.com/central/start-for-free/journey-](https://www.boldgrid.com/central/start-for-free/journey-start)

start)

[LOGIN \(https://www.boldgrid.com/central/login\)](https://www.boldgrid.com/central/login)

(HTTPS://WWW.BOLDGRID.COM/)

BoldGrid Terms of Service

Software Privacy Policy (<https://www.boldgrid.com/software-privacy-policy/>) | Website Privacy Policy (<https://www.boldgrid.com/website-privacy-policy/>)

Latest Revision: April 2, 2019

PLEASE READ THESE TERMS OF SERVICE A CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW.

1. These TERMS OF SERVICE ("TOS") are entered into by and between INMOTION HOSTING, INC., a California corporation ("Company"), which operates boldgrid.com and cloudwp.dev, together with all other domains and subdomains associated therewith (collectively, "Websites") and you, and are effective as of the date of your electronic acceptance hereof or your use of any of Company's online products, information and/or services, whichever is earlier (individually the "Service" or collectively, the "Services").
2. In these TOS, the terms "BoldGrid," "we," "us" or "our" shall refer to Company. The terms "you," "your," "User" or "customer" shall refer to any individual or entity who accepts these TOS and/or uses the Services.
3. Your use of the Services also signify that you have read, understand, acknowledge and agree to be bound by these TOS, along with Company's Privacy Policy (located at <https://www.boldgrid.com/website-privacy-policy/> (<https://www.boldgrid.com/website-privacy-policy/>) and <https://www.boldgrid.com/software-privacy-policy/> (<https://www.boldgrid.com/software-privacy-policy/>)), and any Service plan limits, product disclaimers and/or other restrictions presented to you on our Websites.
4. Your use of the Services after any change to these TOS will constitute your acceptance of such change(s).
5. These TOS set forth the terms and conditions of your use of any Service. In addition to these TOS, your use of any Service may also be subject to specific terms applicable to a particular Service ("Additional Terms"). If there is any conflict between the Additional Terms and these TOS, then the Additional Terms apply in relation to the applicable Service.
6. Unless otherwise specifically provided in these TOS, nothing in these TOS shall be deemed to confer any third-party rights or benefits.
7. You acknowledge and agree that (i) Company, in its sole and absolute discretion, may change or modify these TOS, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Websites, and (ii) your use of this the Services and/or Websites after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of these TOS as last revised. If you do not agree to be bound by these TOS as last revised, do not use (or continue to use) and you are not authorized to use the Services and/or Websites. In addition, Company may occasionally notify you of changes or modifications to these TOS by electronic mail, but is not required to do so. It is therefore very important that you keep your account information, including your electronic mail address, current. Company assumes no liability or responsibility for your failure to receive an electronic mail notification.
8. The Services are not directed to children younger than 13, and access and use of the Services is only offered to users 13 years of age or older. If you are under 13 years old, please do not register to use the Services. Any person who registers as a user or provides their personal information to the Services represents that they are 13 years of age or older.
9. Subject to the terms and conditions of these TOS, we grant you a limited, revocable, non-exclusive, non-sublicensable license to use the Services and/or Websites solely as necessary for you to use the Services. You agree to comply with all applicable laws and regulations in your use of and access to the Services and/or Websites.
10. Company and its wholly owned subsidiaries may retain and use, subject to the terms of its Privacy Policy, all data collected by your use of the Services and/or Websites.

1. ACCOUNT AND WEBSITE.

1. Use of the Services requires an account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username and related account. You are responsible for keeping your account password secure. Company will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2. Subject to any required content or software licenses, you own your website created by the Services and are entirely responsible for the content of, and any conduct, action and/or harm resulting from any of your content using the Services. If you cancel the Services, it is your obligation to may back-up your website. **YOU ARE SOLELY RESPONSIBLE FOR MAKING BACK-UP COPIES OF YOUR WEBSITE AND RELATED CONTENT.**
3. As part of the Services, you may use or be allowed to use certain text, software, widgets, applications, scripts, source code, API, photographs, illustrations, images, graphics, sounds, music, audio, video and interactive features (and the trademarks, service marks and logos contained therein) developed, owned, or licensed by third-party providers (collectively, "Website Materials").
4. While the Services are comprised of plugins, themes, graphics/photos, and related collateral materials which are provided under a GNU General Public License, certain content and/or third party software and related materials ("Third Party Content") to be used for the Services may require you to accept a separate license(s) for such use (for example, a Creative Commons license). If the Website Materials and/or Third Party Content are accompanied by or require consent to a license(s) from the third-party provider, you shall be solely responsible for obtaining any required license(s) and your use of the Website Materials and/or Third Party Content is subject to the terms and conditions of such license(s), which are in addition to and separate from (and not in lieu of) these TOS.
5. Company makes no representations or warranties about any Website Materials and/or Third Party Content offered in connection with Services, and expressly disclaims any liability or responsibility regarding the same.
6. You acknowledge and agree that you will protect, defend, indemnify and hold harmless Company from and against any and all claims imposed upon or incurred by Company directly or indirectly arising from your use or misuse of the Services, Websites, Website Materials and/or Third Party Content. You acknowledge and agree that the providers of Website Materials and/or Third Party Content are third-party beneficiaries to these TOS for purposes of enforcing their rights under these TOS.
7. You represent and warrant to Company that (i) you have all necessary rights to distribute all content on your website related to the Services, either because you are the author of the content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the content, and (ii) you do not violate the rights of any third party.
8. Optional paid products and services may be made available by Company. If you use any such product or service, you agree to pay Company the required subscription fees indicated for the related product and/or service. Unless stated otherwise, before the end of the applicable subscription period, your subscription will automatically renew and you hereby authorize Company to collect the then-applicable subscription fee for such product and/or service, including the Services, (as well as any taxes) using any credit card or other payment mechanism Company has on record for you.
9. By using the Services, you agree not to engage in any of the following activities:
 1. Violating laws and rights: You may not (a) use any Service for any illegal or unlawful purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including (but not limited to) by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.
 2. Solicitation: You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including (but not limited to) junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.
 3. Disruption: You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including (but not limited to) by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.
 4. Harming others: You may not post or transmit content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;
 5. Intimidate or Harass: You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services; or any non-public personally identifiable information about persons over 13 years of age on or through the Services.
 6. Impersonation or unauthorized access: You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;
 7. Lack Authorization: You may not use or attempt to use another's account or personal information without authorization; and
 8. Hacking: You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

1. PAYMENT AND AUTO-RENEWAL.

1. Other than as required by applicable law, Company does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your payment or usage of our automatic renewal services, and we are therefore unable to provide any such document upon request.
2. **IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, THE SERVICES ARE OFFERED ON AUTOMATIC RENEWAL. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL**

RENEWES THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD.

3. UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, COMPANY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM ANY PAYMENT METHOD YOU HAVE ON FILE WITH COMPANY AT COMPANY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND THE SERVICES, LOG INTO YOUR ACCOUNT. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, THE SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW THE SERVICES PRIOR TO THAT DATE (IN WHICH CASE THE SERVICES WILL AGAIN BE SET TO AUTOMATIC RENEWAL). IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW THE SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.
4. IN ADDITION, COMPANY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH ANY RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, COMPANY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. COMPANY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING THE SERVICES AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF THE SERVICES, AND COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.
5. If for any reason Company is unable to charge your payment method for the full amount owed, or if Company receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your payment method, you agree that Company may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation of the Services, without notice to you. Company also reserves the right to charge you reasonable administrative fees for (i) tasks Company may perform outside the normal scope of its Services, (ii) additional time and/or costs Company may incur in providing the Services, and/or (iii) your noncompliance with these TOS (as determined by Company in its sole and absolute discretion)). Any administrative fees will be billed to the payment method you have on file with Company.
6. Company may offer a Service pricing in various currencies. The transaction(s) will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain payment methods, the issuer of your payment method may charge you a foreign transaction fee or other charge(s), which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your payment method for details. In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

1. CANCELLATION TERMINATION AND REFUNDS. Company may terminate your account or access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate these TOS or your account (if you have one), you must reach out to BoldGrid Support by submitting a ticket through your BoldGrid Central Account. If your account is canceled or terminated within thirty (30) days of the renewal of a refundable service, a full refund will be processed. Refund time frames will vary based on your financial institution's refund process. If the cancellation request is made outside of the 30-day time frame, a prorated refund will be processed based on the number of full months left for the applicable Service.

1. RESPONSIBILITY OF VISITORS. Company has not reviewed, cannot review, and is under no obligation to review the material, including (but not limited to) computer software, posted by use of the Services, and cannot therefore be responsible for that material's content, use or effects. By operating the Services, Company does not represent or imply that it endorses the materials there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Company disclaims any responsibility for any harm resulting to you from the use by visitors of the Services, or from any downloading by those visitors of content there posted.

1. INTELLECTUAL PROPERTY. These TOS do not transfer from Company to you any Company or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Company. Company, BOLDGRID™ and any logo associated therewith, and all other trademarks, service marks, graphics and logos used in connection with Company or the Services, are trademarks or registered trademarks of Company or Company's licensors. Other trademarks, service marks, graphics and logos used in connection with the Services (including but not limited to the

Website Materials and/or Third Party Content) may be the trademarks of other third parties. Unless authorized, your use of the Services grants you no right or license to reproduce or otherwise use any Company or third-party trademarks. Company reserves all rights not expressly granted herein.

1. GENERAL DISCLAIMER AND LIMITATION OF LIABILITY.

1. COMPANY DOES NOT MAKE ANY WARRANTY REGARDING THE SERVICES. THE SERVICES ARE LICENSED TO YOU "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, AND COMPANY, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES; AND (ii) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OR AGAINST INFRINGEMENT. IN NO EVENT WILL COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, ATTORNEYS, AGENTS OR CONTRACTORS BE LIABLE TO YOU FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES RESULTING FROM OR CAUSED BY THE SERVICES OR ANY ERRORS OR OMISSIONS IN THE SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY LIABILITY OF COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, ATTORNEYS, AGENTS OR CONTRACTORS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, CLAIMS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION, DATA LOSS OR CORRUPTION, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE SERVICES, SHALL BE AND IS STRICTLY LIMITED TO THE AMOUNT YOU PAID TO COMPANY IN CONNECTION WITH THE SERVICES WITHIN THE SIX (6) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. SOME STATES DO NOT ALLOW FOR SOME OF THE LIMITATIONS OR EXCLUSIONS AS SET FORTH IN THIS SECTION. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
2. The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in this Section shall not apply to your indemnification obligations hereunder.
3. These limitations of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with these TOS. The terms of this section shall survive any termination of this Agreement.

1. GENERAL REPRESENTATION AND WARRANTY. You represent and warrant that (i) your use of the Services will be in strict accordance with Company's Privacy Policy, with these TOS, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

1. U.S. ECONOMIC SANCTIONS. You expressly represent and warrant that your use of the Services and or associated services and products is not contrary to applicable U.S. sanctions. Such use is prohibited, and Company reserves the right to terminate your accounts or access thereto in the event of a breach of this condition.

1. INDEMNIFICATION. You agree to indemnify and hold harmless Company, its contractors, and its licensors, and their respective directors, officers, employees, attorneys and agents from and against any and all claims and expenses, including attorneys' fees and costs, arising out of your use of the Services, including but not limited to your violation of the Privacy Policy and/or these TOS.

1. TRANSLATION. These TOS were originally written in English (USA). We may, but are not obligated to, translate these terms into other languages. In the event of a conflict between a translated version of these TOS and the English version, the English version will control.

1. GENERAL TERMS.

1. Independent Contractor. Company and you are independent contractors and nothing contained in these TOS places Company and you in the relationship of principal and agent, master and servant, 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.
2. Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to these TOS, the formation of these TOS or the breach of these TOS, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these TOS. **ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT MUST BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE**

APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE, CLAIM OR CONTROVERSY UNDER \$10,000 (FOR INDIVIDUALS) OR \$5,000 (FOR ENTITIES) IN VALUE ARISING OUT OF OR RELATING TO THESE TOS, OR THE BREACH THEREOF, SHALL BE SETTLED IN SMALL CLAIMS COURT IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STANLEY MOSK DISTRICT (CENTRAL DISTRICT), CALIFORNIA.

3. Headings. The headings herein are for convenience only and are not part of these TOS.
4. Entire TOS; Amendments. These TOS, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and these TOS constitutes the sole and entire agreement between the parties with respect to the matters covered hereby; provided, however, that these terms may be modified from time to time by Company in its sole discretion, which modifications will be effective upon posting to Company's website.
5. Severability. All rights and restrictions contained in these TOS may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these TOS illegal, invalid or unenforceable. If any provision or portion of any provision of these TOS shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
6. Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service or by electronic mail. Company may give written notice to you via electronic mail to your electronic mail address as maintained in your account.
7. Waiver. No failure or delay by any party hereto 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 by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of these TOS 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.
8. Assignment; Successors. You may not assign or transfer these TOS or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under these TOS, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. These TOS shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. Limitation of Actions. No action, regardless of form, arising by reason of or in connection with these TOS may be brought by either party more than one year after the cause of action has arisen.
10. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under these TOS (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.
11. No Third-Party Beneficiaries. Except as otherwise expressly provided in these TOS, nothing in these TOS is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person other than the parties hereto and their respective successors and permitted assigns.
12. Government Regulations. You may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with these TOS without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction you operate or do business.

Contact Us: If you have any questions about these TOS, please contact us at info@boldgrid.com.

WORDPRESS WEBSITES
(<https://www.boldgrid.com/>)
BoldGrid Premium ([/boldgrid-pricing/](#))

TRY WORDPRESS FREE
WordPress Website Builder
([/wordpress-website-builder/](#))
WordPress - Free Demo ([/free-wordpress-demo/](#))

WEB DESIGN
WordPress Themes ([/wordpress-themes/](#))

FORBIDDEN WORDPRESS

WORDPRESS PLUGINS ([/wordpress-plugins/](#))
WordPress Backup Plugin
([/wordpress-backup-plugin/](#))

WordPress Page Templates Plugin
([/wordpress-page-templates-inspirations/](#))
WordPress Page Builder Plugin
([/wordpress-page-builder-by-boldgrid/](#))

WordPress SEO Plugin ([/wordpress-seo-plugin/](#))
WordPress Caching Plugin ([/w3-total-cache/](#))

All WordPress Plugins ([/wordpress-](#)

SUPPORT
Support Center ([/support/](#))
BoldGrid Forums ([/support/forums/](#))
Ask a Question ([/support/ask-a-question/](#))

COMPANY
Media Guide ([/media-guide/](#))
Terms of Service ([/terms-of-service/](#))
Website Privacy Policy ([/website-privacy-policy/](#))
Software Privacy Policy ([/software-privacy-policy/](#))
Website Accessibility Statement
([/accessibility-statement/](#))

BOLDGRID LEARNING CENTER
(<https://www.boldgrid.com/learning-center/>)

WordPress Website Builder
(<https://www.boldgrid.com/learning-center/wordpress-website-builder/>)

WordPress Performance
(<https://www.boldgrid.com/learning-center/wordpress-performance/>)

WordPress Backups
(<https://www.boldgrid.com/learning-center/wordpress-backups/>)
WordPress Page Builder
(<https://www.boldgrid.com/learning-center/wordpress-page-builder/>)

COMPARE WORDPRESS

Wix vs WordPress (/wix-vs-wordpress-which-to-use-in-2019/)
 Squarespace vs WordPress (/squarespace-vs-wordpress-which-to-use-in-2019/)
 Elementor vs BoldGrid (/elementor-vs-boldgrid/)

plugins/

TOOLS AND SERVICES

Test WordPress Plugins and Themes (/free-wordpress-demo/)
 Website Speed Test (/website-speed-test/)
 WordPress Staging (/free-wordpress-demo/)
 WordPress Hosting (/wordpress-hosting/)

PARTNER WITH US

Web Hosting Partner (/become-a-hosting-partner/)
 Affiliates (/boldgrid-affiliate/)

LEARNING CENTER

WordPress Themes (/https://www.boldgrid.com/learning-center/wordpress-themes/)
 Website Marketing (/https://www.boldgrid.com/learning-center/website-marketing/)
 WordPress SEO (/https://www.boldgrid.com/learning-center/wordpress-seo/)
 BoldGrid Tutorials (/https://www.boldgrid.com/learning-center/boldgrid-tutorials/)
 WordPress Tutorials (/https://www.boldgrid.com/learning-center/wordpress-tutorials/)
 WordPress Staging (/https://www.boldgrid.com/learning-center/wordpress-staging/)
 BoldGrid News (/https://www.boldgrid.com/learning-center/boldgrid-news/)

BoldGrid makes it easy to create beautiful websites on WordPress. Our suite of tools and plugins lets a freelancer or an agency efficiently build and manage professional websites. With BoldGrid's free website builder you can instantly launch WordPress in the cloud and test building out a free fully functional website. BoldGrid is powered by WordPress so you can take your website with you to any web host.

CCPA Compliance (/ccpa-compliance/) | Do Not Sell My Personal Information (/do-not-sell-my-information/)

f (/https://www.facebook.com/boldgrid) t (/https://twitter.com/boldgrid) v (/https://www.youtube.com/c/boldgrid)

Built with BoldGrid (/http://boldgrid.com/) | Powered by WordPress (/https://wordpress.org/)



(HTTPS://WWW.BOLDGRID.COM/)

Software Privacy Policy



Privacy Policy

Terms of Service (<https://www.boldgrid.com/terms-of-service/>) Website Privacy Policy (<https://www.boldgrid.com/website-privacy-policy/>)

Latest Revision: April 2, 2019

Welcome to the Privacy Policy for customers using the BoldGrid website design software and services. At BoldGrid, we know you're unique, and we know you trust us with your personal information when you use our Software and Services. If you have any questions or concerns about this Privacy Policy or our privacy practices, please email us at privacy@boldgrid.com (<mailto:privacy@boldgrid.com>). By using our software and services, you accept this Privacy Policy's terms. You're not authorized to use our BoldGrid software and services unless you agree with this Privacy Policy.

Our BoldGrid Software and Services

BoldGrid customers receive access to our website design software and SaaS software service (collectively, the "Software and Services"). The Software and Services include, for example, access to website development plugins and website design templates and the ability to purchase content for display on your site. In order to use the BoldGrid Software and Services you must obtain a software license key. Depending on the level of software functionality and types of templates you require, this license key may be free or may be available for purchase.

Web Hosting Not Included

The BoldGrid Services do not include web hosting services. In order to operate the site you design using our Software and Services you must purchase web hosting services. You should review the privacy policy of the web hosting company you choose, which typically is available on that web hosting company's main site landing page. We're not responsible for the privacy practices employed by any third parties.

Information Collected or Received

We collect information from you when you use the Software and Services to provide a meaningful, safe, efficient, and customized experience. We use this information to:

- improve the Software and Services,
- communicate with you about your orders, billing and payment (if you purchased content directly from the Site),
- provide targeted online marketing for the Software and Services, and
- alert you to new products, services and special offers that might specifically interest you.

1. **Information you provide.** In order to activate your subscription you must provide a valid email address and your name. We use this information to fulfill your orders and to contact you regarding new products, special offers and functionality changes to the Software and Services. 2. **Additional information you provide if paying.** In order to purchase content, you must provide your credit card. We collect your credit card information only through www.boldgrid.com (not by telephone or email). The credit card information is encrypted and transmitted according to strict industry standards. We use the information listed above for billing purposes, to fulfill your orders and to contact you regarding new products, special offers and functionality changes to the Software and Services. 3. **Information we automatically collect or receive.**

BoldGrid plugins. Through the BoldGrid plugins, we receive this information about your site: your web host, the IP address of your hosting account, system information about your hosting account domain, pages, menus, your primary admin user name

We use cookies to ensure that we give you the best experience on our website. By using this site, you agree to our Website Privacy Policy (<https://www.boldgrid.com/website-privacy-policy/>). OK

BoldGrid you are using and the way you use this BoldGrid functionality to configure your site. We use this information to improve the Software and Services and to contact you regarding new products and special offers.b. **Information from hosting affiliates.** Through your web hosting company we may receive your email address and name. Your web hosting company also may give us information needed to allow you to purchase content through BoldGrid, such as the currency balance available to you. This purchasing information does not include credit card information.4. **No information about viewers of your own site.** We do not collect any information about the way other people view or use your own site. We do not track individual viewers of your site or individuals who post to your site. For example, we do not collect any information about pages viewed or items purchased by visitors to your site. Unless you make it publicly available, we will not be able to see the content uploaded to your site. However, even if it is publicly available we do not track your site content.

How We May Disclose the Information We Collect or Receive

Information we collect from you may be either personal or aggregate. Aggregate information is summary data of the behaviors and interests of groups or categories, so it won't identify you. Personal information is identifiable to you, like your name, email address, billing addresses, credit card information, and phone number.1.

Aggregate Information. We use aggregate information for the purposes of internal business research, for marketing and for sales. We may share aggregated information about our customer base with any interested party by publishing it on the Internet and in printed materials. This information may include the number of active users of the Software and Services, the number of websites created using the Services, and popular BoldGrid features and templates. We do not link aggregated data with your personal information.a. **Disclosures to BoldGrid consultants and third party vendors.** Like most online businesses, we use third parties to help ensure our business runs smoothly. We disclose your information to these third party companies so they can perform their specific functions for us. For example, we may provide your credit card information to third party credit card processors to help us process your orders with us. We also provide your email address and name to third parties who manage email campaigns on our behalf. When we employ other companies to perform functions of this nature, we only disclose the information that they need to perform their requested function. We do not authorize them to retain, share, store, or use personal information provided by us for any other purpose.b.

Disclosures to your web host. We share information about the way you have built your site and how your own site functions with your sponsoring web host. The information we share is: plugins used, progress made and other utilization information. We share this information in order to identify issues with the way your own site performs and to contact you to offer you assistance with these issues. We also use this information to help us decide when to update or retire certain BoldGrid features and functionality.c. **Disclosures required by law or otherwise.** We may disclose your personal information if we believe, in good faith, that it's necessary to: (1) comply with a legal obligation such as in response to a court order or subpoena; (2) protect the safety of fellow customers or the public; (3) protect against legal liability; or (4) protect and defend our rights or property.d. **Disclosures for a business transaction or insolvency.** We may also disclose your personal information in connection with an actual or proposed corporate transaction or insolvency proceeding involving all or part of BoldGrid's business or assets. For example, if we merge with another company, we may disclose your personal information to that company, but the disclosure would be subject to our Privacy Policy.

How You Can Control Your Personal Information

Deactivate and Delete. You can prevent BoldGrid from using your personal information by deactivating and deleting the BoldGrid plugins. Deactivation of your account does not cause your personally identifiable information to be deleted from our database entirely. BoldGrid will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

How We Protect Your Personal Information

- We use technical, physical and administrative safeguards to protect data.
- We restrict access to your personal information to only those BoldGrid employees who need it to perform a specific job function.
- We require all BoldGrid employees with access to your personal information to follow specific practices concerning its proper handling.

- We backup our servers constantly. (You access these servers when you use our Software and Services, and we store your personal information on these servers.)
- We use third-party service providers to assist us with the physical security of some of our servers and other computer hardware.
- We host our servers at locations in the United States which are private and secure data center facilities, behind physical and virtual firewalls.

But please remember, while we use industry-standard precautions to safeguard your personal information, we can't guarantee absolute security. We wish we could, but 100% security just doesn't exist anywhere online or off.

Children's Privacy

We respect children's privacy. The Software and Services are not intended for use by persons under the age of 13. If you're under 18 years old, please do not submit any personal information to us without the consent and supervision of a responsible parent or legal guardian.

Data Retention

BoldGrid will retain your information as long as we deem necessary. You may inform us of any changes or requests in regards to your personal data, and in accordance with our obligations under local data protection law, we will use all reasonable means to update or delete your personal data accordingly. Please email BoldGrid support at privacy@boldgrid.com (<mailto:privacy@boldgrid.com>). You should not expect that all of your information will be completely removed from our databases in response to your request. BoldGrid will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

Transfers of Data Abroad

We store your information on servers located in the United States. If you use our Software or Services or communicate with us electronically from a location outside the United States then your communications with us will result in the transfer of information across international boundaries. By using the Software or Services or communicating with us electronically you consent to such transfers.

Updates to This Privacy Policy

We provide a permanent link to this Privacy Policy in your BoldGrid settings. We will display any changes and updates to this Privacy Policy so you can always be aware of what information we collect, use and disclose. We encourage you to review this Privacy Policy periodically so you'll know if it has been changed or updated.

WORDPRESS WEBSITES
(<https://www.boldgrid.com/>)
[BoldGrid Premium \(/boldgrid-pricing/\)](#)

TRY WORDPRESS FREE
[WordPress Website Builder \(/wordpress-website-builder/\)](#)
[WordPress - Free Demo \(/free-wordpress-demo/\)](#)

WEB DESIGN
[WordPress Themes \(/wordpress-themes/\)](#)

COMPARE WORDPRESS
[Wix vs WordPress \(/wix-vs-wordpress-which-to-use-in-2019/\)](#)
[Squarespace vs WordPress \(/squarespace-vs-wordpress-which-to-use-in-2019/\)](#)
[Elementor vs BoldGrid \(/elementor-vs-boldgrid/\)](#)

WORDPRESS PLUGINS (/wordpress-plugins/)
[WordPress Backup Plugin \(/wordpress-backup-plugin/\)](#)
[WordPress Page Templates Plugin \(/wordpress-page-templates-inspirations/\)](#)
[WordPress Page Builder Plugin \(/wordpress-page-builder-by-boldgrid/\)](#)
[WordPress SEO Plugin \(/wordpress-seo-plugin/\)](#)
[WordPress Caching Plugin \(/w3-total-cache/\)](#)
[All WordPress Plugins \(/wordpress-plugins/\)](#)

TOOLS AND SERVICES
[Test WordPress Plugins and Themes \(/free-wordpress-demo/\)](#)
[Website Speed Test \(/website-speed-test/\)](#)
[WordPress Staging \(/free-wordpress-demo/\)](#)
[WordPress Hosting \(/wordpress-hosting/\)](#)

SUPPORT
[Support Center \(/support/\)](#)
[BoldGrid Forums \(/support/forums/\)](#)
[Ask a Question \(/support/ask-a-question/\)](#)

COMPANY
[Media Guide \(/media-guide/\)](#)
[Terms of Service \(/terms-of-service/\)](#)
[Website Privacy Policy \(/website-privacy-policy/\)](#)
[Software Privacy Policy \(/software-privacy-policy/\)](#)
[Website Accessibility Statement \(/accessibility-statement/\)](#)

PARTNER WITH US
[Web Hosting Partner \(/become-a-hosting-partner/\)](#)
[Affiliates \(/boldgrid-affiliate/\)](#)

BOLDGRID LEARNING CENTER
(<https://www.boldgrid.com/learning-center/>)
[WordPress Website Builder \(/https://www.boldgrid.com/learning-center/wordpress-website-builder/\)](#)
[WordPress Performance \(/https://www.boldgrid.com/learning-center/wordpress-performance/\)](#)
[WordPress Backups \(/https://www.boldgrid.com/learning-center/wordpress-backups/\)](#)
[WordPress Page Builder \(/https://www.boldgrid.com/learning-center/wordpress-page-builder/\)](#)
[WordPress Themes \(/https://www.boldgrid.com/learning-center/wordpress-themes/\)](#)
[Website Marketing \(/https://www.boldgrid.com/learning-center/website-marketing/\)](#)
[WordPress SEO \(/https://www.boldgrid.com/learning-center/wordpress-seo/\)](#)
[BoldGrid Tutorials \(/https://www.boldgrid.com/learning-center/boldgrid-tutorials/\)](#)
[WordPress Tutorials \(/https://www.boldgrid.com/learning-center/wordpress-tutorials/\)](#)
[WordPress Staging \(/https://www.boldgrid.com/learning-center/wordpress-staging/\)](#)
[BoldGrid News \(/https://www.boldgrid.com/learning-center/boldgrid-news/\)](#)

5/3/2021

Software Policy | BoldGrid

websites. With BoldGrid's free website builder you can instantly launch WordPress in the cloud and test building out a free fully functional website. BoldGrid is powered by WordPress so you can take your website with you to any web host.

[CCPA Compliance \(/ccpa-compliance/\)](/ccpa-compliance/) | [Do Not Sell My Personal Information \(/do-not-sell-my-information/\)](/do-not-sell-my-personal-information/)

[f \(/www.facebook.com/boldgrid\)](https://www.facebook.com/boldgrid) [t \(/twitter.com/boldgrid\)](https://twitter.com/boldgrid) [y \(/www.youtube.com/c/boldgrid\)](https://www.youtube.com/c/boldgrid)

Built with BoldGrid (<http://boldgrid.com/>) | Powered by WordPress (<https://wordpress.org/>)

We use cookies to ensure that we give you the best experience on our website. By using this site, you agree to our Website Privacy Policy (<https://www.boldgrid.com/website-privacy-policy>). Ok