



Contract Number

21-757

SAP Number

N/A

## Assessor-Recorder-County Clerk

<b>Department Contract Representative</b>	Tim Gaeta, Departmental IS Administrator
<b>Telephone Number</b>	(909) 382-3240
<b>Contractor</b>	GoDaddy.com, LLC
<b>Contractor Representative</b>	N/A
<b>Telephone Number</b>	N/A
<b>Contract Term</b>	Indefinite period, cancelable at any time
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	N/A

**Briefly describe the general nature of the contract:** *The GoDaddy Website Services Agreement provides general terms and conditions for use of GoDaddy's site and services.*

### FOR COUNTY USE ONLY

Approved as to Legal Form

►   
 Bonnie Uphold, Deputy County Counsel

Date 9-16-2021

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►   
 Bob Dutton, Assessor-Recorder-County Clerk

Date 9-20-2021

# GoDaddy - Website Services Agreement

[\[https://ie.godaddy.com/legal/agreements/website-services-agreement\]](https://ie.godaddy.com/legal/agreements/website-services-agreement)

Last Revised: 15/06/2021

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.\*\*

## 1. OVERVIEW

The [Universal Terms of Service Agreement](#) sets forth the general terms and conditions of your use of the Site and the Services. This Website Service Agreement (this "Service Agreement") governs your use of GoDaddy's website and website marketing related services ("Website Services"). Capitalized terms used in this Service Agreement, but not defined, are defined in the Universal Terms of Service Agreement.

## 2. DESCRIPTION OF SERVICES

- 2.1. **Websites + Marketing.** GoDaddy Websites + Marketing is a cloud-hosted tool that enables you to design, create, manage and promote your online presence. The various Websites + Marketing Service plans include the following features: designed templates; email marketing; business profile management on Google, Instagram and more; Search Engine Optimization and GoDaddy Insight. The actual Services available vary based on your geographic region and the specific service plan purchased. In some geographic markets outside the United States, this product may be referred to as Website Builder.
  - 2.1.1. **Marketing Services.** Marketing Services is a support service to provide you with Do It For You services that can assist in updating your Website + Marketing site, creating and posting content requests for social media and setting up social ads for Facebook. The level of services available is based on the purchased service tier.
- 2.2. **Arabic Website Builder.** GoDaddy Arabic Website Builder includes the features of Websites + Marketing and supports both dual language functionality and bidirectional text, including Arabic language.
- 2.3. **GoDaddy Social.** GoDaddy Social Services aim to provide you with both a team and the technology to improve your social media presence. The various GoDaddy Social Services plans may include the following features: social profile optimization; review responses; custom posts to social media; branded email campaigns; and reporting and insights. The exact features available to you are dependent upon plan purchased.
- 2.4. **Digital Marketing Suite.** Digital Marketing Suite plans include email marketing features and a dashboard that allows you to connect your business site to various social media platforms, such as Google, Facebook or Instagram, allowing you to post, update profiles, and respond to customer reviews from one place. The plans also include search engine optimization to optimize your site for web searches.
- 2.5. **GoDaddy Conversations.** GoDaddy Conversations is a companion app to Websites + Marketing. It allows your website visitors to contact you directly from any page. You receive instant notifications when you receive a message and can reply from anywhere, all from your phone. Through the app you can streamline your website communications and easily view and manage website conversations all in one place.

### 3. Account Termination; Limitations

- 3.1. **Sample Terms and Conditions.** Sample Terms and Conditions are provided for reference purposes only. Use them at your own risk. GoDaddy does not guarantee the legality of any phrasing or provisions offered or derived from these descriptions and suggestions. You should consult with an attorney to ensure your terms and conditions are sufficient to meet your needs, appropriate for your jurisdiction and are legally binding on Your customers.
- 3.2. **Templates.** The individual templates available to you may vary between Websites + Marketing, Website Builder and Arabic Website Builder products and may further vary depending upon Your geographic region. Templates are primarily provided in English.

### 4. Your Obligations; Representations and Warranties

- 4.1. You are responsible for ensuring your website conforms to all applicable local, state, federal, and international laws.
- 4.2. **Backups.** You are solely responsible to save and backup your website and any of your User Content and any and all data or information sent or received using the Website Services.
- 4.3. **User Content and Website Content.** For all Website Services, Your User Content includes any registered domain names provided by you or registered on behalf of you in connection with the Services. GoDaddy is relying on your representation concerning your proper use of all content on any website you create or control.
- 4.3.1. You represent and warrant that you have all necessary rights, title and interest in User Content, or possess the necessary rights and consents to permit the User Content to be sent or received using the Website Services.
- 4.3.2. All content you upload into Websites + Marketing Services may be immediately available. User Content may be cached for up to one year and deleting User Content from Websites + Marketing Services does not remove cached versions of the content
- 4.3.3. By uploading content for your website, you grant GoDaddy an unrestricted license to use the content for the purpose of providing the Website Services, and to display screenshots of any website created using Websites + Marketing Services, in marketing materials, or in other manners as determined by GoDaddy in its sole and absolute discretion.
- 4.4. **Storage and Security.** You are responsible for maintaining your website and all of your website content. You will be solely responsible for undertaking measures to: (i) prevent any loss or damage to your website content; (ii) maintain independent archival and backup copies of your website content; and (iii) ensure the security, confidentiality and integrity of all your website content transmitted through or stored on GoDaddy's servers; and. GoDaddy's servers and hosting services are not an archive and GoDaddy will have no liability for loss, damage or destruction of any of your content.

### 5. PROVISIONS SPECIFIC TO WEBSITES + MARKETING SERVICES

- 5.1. **Integration with Hosting Platform.** The websites created using Websites + Marketing Services are built on and integrated with GoDaddy's hosting platform, and you may not migrate or otherwise transfer any such website to another hosting provider.
- 5.2. **Ownership of Websites.** Except for User Content, the websites created using Websites + Marketing Services belong to GoDaddy, and all such websites (including all copies thereof) are subject to copyright, trademark, patent, and other intellectual property laws of the United States and foreign countries. GoDaddy grants you an unrestricted license in the website for the duration of your Websites + Marketing Services subscription. Cancellation of your Websites + Marketing Services subscription

for any reason terminates your license to the website. You will prevent any unauthorized copying of the websites created using Websites + Marketing Services. Unless otherwise specifically provided in this Agreement, no right or license under any intellectual property right is granted by this Agreement. GoDaddy reserves all rights not expressly granted herein.

- 5.3. **Social Media Posts (GoDaddy Studio).** The social media posts (and any derivative works or enhancements of the same) created using Website + Marketing Services including, but not limited to, all text, fonts, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services (collectively, the “Service Content”) and all intellectual property rights to the same are owned by GoDaddy, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear in our Services are owned by GoDaddy, our licensors, or identified third parties. All Service Content have copyright protection as a collective work under the laws of the United States and other copyright laws and, except for the limited use rights granted to you in this Service Agreement, you shall not acquire any right, title or interest in our Services or any Service Content. You are allowed to display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the Service Content from the different areas of the Website only for non-commercial use, unless otherwise permitted. Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written permission of the copyright owner. You agree not to use any of our logos or any other proprietary graphic or trademark without our express written consent. Any rights not expressly granted in this Service Agreement are expressly reserved.

GoDaddy Services are provided for your personal and commercial use except when the Service Content is used to create end products for sale where the lifetime sales of the end product for sale exceeds 400 units. An end product (an “End Product”) for sale can be either a digital design or physical item created using GoDaddy Services that you and/or your client intends to sell. You understand and agree that End Products you create using the Service Content must be a unique implementation of the Service Content, significantly different than the original piece of Service Content and require time, effort, and skill to produce. GoDaddy may offer certain portions of the Services at no charge and others for a one-time fee, on a subscription basis or under any other lawful pricing structure. In all instances, our Services are not being sold to you; rather, subject to this Service Agreement, and upon your registration for a Membership, you are being granted or purchasing a revocable, non-exclusive, non-transferable and limited license to use our Services. When using the Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

The Services do not support all local languages. If a local language is not supported, then the Service will default to English only. A list of supported languages include: English, Spanish, French, German, Portuguese, Dutch, Danish, Swedish, Finnish, Norwegian, Indonesian and Italian (this list is subject to change). To the extent that the Services are used with a local language (other than English), there may be limitations to certain features or functionality within the Service.

We provide the Services including, without limitation, Service Content for educational, entertainment, promotional and/or commercial purposes expressly stated in this Service Agreement. You may not rely on any information and opinions expressed through any of our Services for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. We do not assume any responsibility or liability for any User Content, opinion or other commentary posted on the Website, the Application or any third party website linked to the Website or Application. We further do not make any express or implied warranty or guarantee about

the accuracy, copyright compliance, legality, or any other aspect of the Service Content and, under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

In many instances, Service Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. You understand that we do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through our Services by anyone other than our authorized employees or spokespersons while acting in their official capacities. You further understand and acknowledge that you may be exposed to third party content that may be offensive, indecent, inaccurate, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

- 5.4. **Marketing Services.** This support service must be requested through the proper channels to be received and responded to/completed within the designated SLA for time. Once we receive your request for updates and all necessary materials or content, we will complete the requested updates and re-publish your site without further review, unless the request is unclear or missing information/content necessary to complete the request in question.

All requests will be subject to the limitations stated in the [Website Design Services Agreement](#). Each request is subject to a review for exceeding the limitations for which your Marketing Services plan is associated with. The Marketing Services management exclusively determines the effort required for development. For work outside of the scope of the Marketing Services development agreement, Marketing Services management may provide alternative solutions to the client.

Marketing Services provides support within the hours of 7am – 6:30pm AZ time, Monday -Friday, and will respond to any written inquiries within 1 business day.

## 6. PROVISIONS SPECIFIC TO WEBSITE BUILDER AND ARABIC WEBSITE BUILDER

- 6.1. **Integration with Hosting Platform.** The websites created using these Website Builder Services are built on and integrated into a hosting platform provided by GoDaddy, and any attempt to migrate or otherwise transfer any such website to another hosting provider is a violation of this Agreement.
- 6.2. **Ownership of Websites.** Except for User Content, the websites created using Website Builder Services belong to GoDaddy, and all such websites (including all copies thereof) are subject to copyright, trademark, patent, and other intellectual property laws of the United States and foreign countries. GoDaddy grants you an unrestricted license in the website for the duration of your Website Builder Services subscription. Cancellation of your Website Builder Services subscription for any reason terminates your license to the website. You will prevent any unauthorized copying of the websites created using Website Builder Services. Unless otherwise specifically provided in this Agreement, no right or license under any intellectual property right is granted by this Agreement. GoDaddy reserves all rights not expressly granted herein

## 7. STOREFRONT AND APPOINTMENT SERVICES

With GoDaddy Websites Services, you have the option to create, manage and maintain an online storefront and/or online appointments, which allows you to:

1. add, access, manage and maintain a catalog of products and/or services and present said catalog on the Internet through a compiled storefront or appointments listing rendered as a domain (web site) or sub-domain;
2. engage in the selling of services, physical, and downloadable goods over the Internet;

3. arrange for the collection of payment related to applicable tax and shipping fees;
4. collect credit card and personal information for the purpose of conducting transactions;
5. schedule online appointments and sync calendars from multiple platforms;
6. perform order management and processing activities; or
7. generate business reports related to Storefront business activity

- 7.1. **Product Catalog.** The performance of your website may be impacted at varying number of products depending on potential physical and practical constraints, including, but not limited to, system architecture, system capacity, system load, end-user internet connectivity and end-user computer configurations.
- 7.2. **End Customer Payment and Taxes.** You are responsible for collecting, and managing all end customer payments. Similarly, you are responsible for the payment of all applicable state, federal or international taxes on products you sell using the Services. It is your responsibility to read, enter into, and agree to all End User License Agreements required for use of your selected Payment Methods and Tax options. GoDaddy is not responsible for the accuracy of information obtained through the Payment Method and Tax options. You are responsible for any additional taxes and duties imposed on the transaction. You may be subject to foreign tax obligations by selling to buyers. You are solely responsible for complying with all domestic and foreign tax, shipping, and export laws with respect to the sale of your items to purchasers internationally.

## 8. PROVISIONS SPECIFIC TO GODADDY SOCIAL

- 8.1. **Proprietary Rights.** “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services. “GoDaddy Content” means any Content created or licensed by GoDaddy (including, without limitation, Content created for you or with your input). “Customer Content” means any Content that Account holders (including you) provide to be made available through the Services.

GoDaddy does not claim any ownership rights in any Customer Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your Customer Content. Subject to the foregoing, GoDaddy and its licensors exclusively own all right, title and interest in and to the Services and GoDaddy Content, including all associated intellectual property rights. You acknowledge that the Services and GoDaddy Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

- 8.2. **Rights in Content Granted by You.** By making any Customer Content available through Services you hereby grant to GoDaddy a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your Customer Content in connection with operating and providing the Services and Content to you and your authorized account holders. You are solely responsible for all your Customer Content. You represent and warrant that you own all your Customer Content or you have all rights that are necessary to grant us the license rights in your Customer Content under this Agreement. You also represent and warrant that neither your Customer Content, nor your use and provision of your Customer Content to be made available through the Services, nor any use of your Customer Content by GoDaddy on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable

law or regulation. You assume all risks associated with your Content, including anyone's reliance on its accuracy, completeness or usefulness, or any disclosure by you of information in your Content that makes you personally identifiable.

You can remove your Customer Content by contacting us and requesting that it be deleted. However, in certain instances, some of your Customer Content (including, without limitation, posts or comments that have been made) may not be completely removed and copies of your Customer Content may continue to exist on the Services in archive or backup form. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your Customer Content.

- 8.3. **Photographs, Videos and Recordings.** To the extent you request that we photograph, film and/or record you, we may do so and any such photos, videos or recordings will be considered GoDaddy Content and will be owned exclusively by GoDaddy. To the extent such photos, videos or recordings contain any third party's name, image, likeness or voice, you represent and warrant that you will obtain all necessary permissions and releases from such third party. In the event you wish to use such photos, videos or recordings in connection with your business outside of the Services, upon your request, we may choose to grant you a non-exclusive, non-transferable, non-sublicensable, worldwide license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and display certain of those photos, videos, or recordings subject to the payment of a fee.
- 8.4. **Rights in Content Granted by GoDaddy.** Subject to your compliance with these Terms, GoDaddy grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the GoDaddy Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.
- 8.5. **Access Rights.** You may choose to allow GoDaddy to manage third-party profiles, applications or websites on your behalf ("Third-Party Services") using usernames and passwords that you provide to log in to the Third-Party Services (such information comprising a "Third-Party Login"). You hereby grant GoDaddy the right to (1) create, access and manage the Third-Party Services in your name using GoDaddy Content, Customer Content and publicly available information; (2) post, at GoDaddy's discretion, Customer Content or GoDaddy Content to the Third-Party Services in your name, including but not limited to Content that mentions, discusses, or promotes third parties; (3) access, collect, read, analyze, and otherwise use on your behalf the information available on the Third-Party Services; (4) host, using the resources of GoDaddy or its affiliates, the Third-Party Services, to the extent necessary to provide the Services; and (5) use and store Third-Party Logins to accomplish any of the foregoing. YOU ACKNOWLEDGE AND AGREE THAT WHEN GODADDY IS CREATING, ACCESSING AND MANAGING THE THIRD-PARTY SERVICES, GODADDY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT MAINTAINS THE THIRD-PARTY SERVICES. Your access to the Third-Party Services is governed solely by the agreement between you and the operator of the Third-Party Services. Upon termination of your use of GoDaddys services, you retain the right to access and control the Third-Party Services not hosted by GoDaddy or its affiliates, as well as Customer Content. At any time, including upon termination of your use of Services, GoDaddy may delete, disable, alter, remove, retain, or otherwise dispose of the Third-Party Services, if any, hosted by GoDaddy or its affiliates.
- 8.6. **Limits on Content.** You acknowledge and agree that:
1. Your use of the Services, including any Customer Content you submit, will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.
  2. You will not collect or harvest (or permit anyone else to collect or harvest) any Customer Content or any non-public or personally identifiable information about any person or entity without their express prior written consent.

3. You will not use the Services in a manner (as determined by GoDaddy in its sole and absolute discretion) that: is illegal, or promotes or encourages illegal activity; promotes, encourages, or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM); promotes, encourages or engages in terrorism, violence against people, animals, or property; promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking; violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription; violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking; infringes on the intellectual property rights of any other person or entity; violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity; interferes with the operation of the Services; contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or contains false or deceptive language, or unsubstantiated or comparative claims, regarding GoDaddy or GoDaddys Services.
4. You will not modify or alter any part of the Services or any of its related technologies.
5. You will not access GoDaddy Content or Customer Content through any technology or means other than through the Services, or as GoDaddy may designate.
6. You agree to accept as a risk the loss of any and all of your Customer Content.
7. You will not: attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by GoDaddy MSH Inc. or other generally available third-party web browsers; use the Services or resell GoDaddy Content, or any portion thereof, or for the benefit of any third party or in any manner not permitted by these Terms; forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information; attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content; collect or store any personally identifiable information from the Services from other users of the Services without their express permission; impersonate or misrepresent your affiliation with any person or entity; or encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements.

WE RESERVE THE RIGHT, BUT ARE NOT OBLIGATED, TO REMOVE OR DISABLE ACCESS TO ANY CONTENT, AT ANY TIME AND WITHOUT NOTICE, IF WE, AT OUR SOLE DISCRETION, CONSIDER ANY CONTENT TO BE OBJECTIONABLE OR IN VIOLATION OF THESE TERMS. WE HAVE THE RIGHT TO INVESTIGATE VIOLATIONS OF THESE TERMS OR CONDUCT THAT AFFECTS THE SERVICES. WE MAY ALSO CONSULT AND COOPERATE WITH LAW ENFORCEMENT AUTHORITIES TO PROSECUTE USERS WHO VIOLATE THE LAW.

- 8.7. **Refunds and Cancellations.** You can cancel GoDaddy Social at any time. However, you must cancel more than 48 hours in advance of your next billing date in order for the cancellation to be effective for that billing period. If you cancel within 48 hours of your billing date, your cancellation will be effective the next billing period and you will not be refunded the cost of that billing period.



## 9. PROVISIONS SPECIFIC TO DIGITAL MARKETING SUITE

Your use of the Digital Marketing Suite is subject to the terms of this Agreement and the following GoDaddy product-specific terms of service incorporated herein by reference: (i) [Marketing Applications Agreement](#); (ii) [Get Found Service Agreement](#), and (iii) [Email Marketing Service Agreement](#). Digital Marketing Suite does not include an SSL Certificate or the ability to create and host a website (including Online Store/Online Appointments).

Due to the limited nature of the Digital Marketing Suite offering, the terms and conditions of GoDaddy's (i) [Online Bookkeeping Service Agreement](#) and (ii) [Get Found Service Agreement](#) are not applicable.

## 10. PROVISIONS SPECIFIC TO GODADDY CONVERSATIONS

- 10.1. **NOTICE REGARDING TRANSFER OF DATA:** USE OF THE GODADDY CONVERSATIONS SERVICES REQUIRES THAT PERSONAL DATA BE PROCESSED BY GODADDY IN THE UNITED STATES OF AMERICA, WHERE THE COMPUTING SYSTEMS AND INFRASTRUCTURE NECESSARY FOR YOU TO USE THE APP ARE LOCATED. FEATURES AND CAPABILITIES OF THE SERVICES WOULD NOT BE AVAILABLE WITHOUT SUCH PROCESSING OF PERSONAL DATA IN THE UNITED STATES OF AMERICA AND YOU HEREBY EXPRESSLY CONSENT TO THE PROCESSING BY, AND TRANSFER OF PERSONAL DATA TO, GODADDY IN THE UNITED STATES OF AMERICA FOR THAT PURPOSE. GODADDY PROCESSES SUCH PERSONAL INFORMATION IN COMPLIANCE WITH THE CONTRACTUAL REQUIREMENTS ESTABLISHED WITH YOU IN THIS DOCUMENT.
- 10.2. **Apps are Not for Children under 13.** All GoDaddy Apps, Services and related websites are not intended for children under the age of thirteen (13), so children under the age of thirteen (13) should not use them at any time. Account registration requires a minimum age of thirteen (13). If you are between the ages of thirteen (13) and seventeen (17), your legal guardian will review and agree to these terms. GoDaddy does not knowingly collect any information from children under the age of thirteen (13). In the event that GoDaddy learns that it has inadvertently gathered personal information from children under the age of thirteen (13), GoDaddy will take reasonable measures to promptly delete such information.
- 10.3. **Account Registration.** Use of the GoDaddy Conversations App requires that you create an account (the "Account"). The Account applies to use of the GoDaddy Conversations App and related GoDaddy Conversations Services. When setting up the Account you may be prompted: (i) to provide a phone number to receive a call or SMS from us so that we may authenticate your Account registration and you acknowledge and agree that we may place, and that your existing phone carrier may charge you for that incoming call or SMS; and (ii) for registration information, which may include your address, name, email address, account password, and a phone number. You hereby consent and to allow GoDaddy to: (i) import and store contacts from your device and from third party services through connections enabled by you through the GoDaddy Conversations App, and (ii) identify you by the name and phone number provided during registration to third parties with whom you communicate using the GoDaddy Conversations App. For GoDaddy Accounts, you agree that GoDaddy may contact you at the mobile phone number you provide during registration about your Account and/or about setting up an Account. Accounts are for your personal use and may not be sold, transferred or assigned by you to a third party. YOU ACKNOWLEDGE THAT IF YOU DO NOT CONSENT TO MAKE YOUR CONTACTS AVAILABLE TO THE APP, YOUR USE OF THE APP WILL BE LIMITED.
- 10.4. **Service Requirements.** An underlying wireless data service or WiFi connection is required to use the calling features of the GoDaddy Conversations Services. You are solely responsible for procuring, maintaining, and paying for the underlying services. GoDaddy is not responsible for your

underlying phone or internet service, for any calls made or messages sent across telecommunications networks which are not owned by GoDaddy, or for problems with your underlying wireless phone or internet service, including but not limited to no service, poor reception, and dropped calls. When you use GoDaddy Conversations Services to send messages, these messages will not be itemized on your wireless telephone invoice. Additionally, THE GODADDY CONVERSATIONS SERVICES CANNOT BE USED FOR 911 OR EMERGENCY CALLING. YOU MUST USE YOUR NATIVE DIALER AND UNDERLYING PHONE SERVICE FOR 911 OR EMERGENCY CALLING.

A data plan or internet connection is required to use most portions of the GoDaddy Conversations Services. You are solely responsible for any fees and costs associated with that data plan or internet connection. You acknowledge and agree that your cellular data connection may be used for functionality of the GoDaddy Conversations Services and that you are solely responsible for cellular data usage charges which you may incur from use of the GoDaddy Conversations Services. Check the terms of your agreement with your carrier to determine if your carrier restricts or imposes fees or charges for VoIP transmissions or terms that would otherwise prohibit your use of the App. You are solely responsible for all fees and charges imposed by carriers and for compliance with your agreement(s) with your wireless carrier. You hereby authorize and grant to GoDaddy a license to use, copy, transmit, distribute, store and cache messages and other content sent and received through your account with the GoDaddy Conversations Services, to sublicense those rights to its third party providers only for so long as necessary to provide the GoDaddy Conversations Services to you, and to disclose the same as required or permitted under applicable law. GoDaddy may provide the Services to you directly or through its providers and/or agents.

- 10.5. **Third Party Services.** You affirm that: (i) you understand that you are also subject to the terms of service of the third party services that you link with the GoDaddy Conversations Service, including Facebook's ToS found here: <https://www.facebook.com/terms.php> (ii) GoDaddy recommends that you review those terms of services associated to every third party service you are using via a plugin, a network connection, or network provider; (iii) You use third party services, third party plugins, and third party software at your own risk.

You the user will not hold GoDaddy liable for any claim of not knowing what third party services you are using through a third party developers plugin. By accepting this agreement you accept all liability for; (i) Not researching or accurately informing yourself on the third party plugin(s) you are using; (ii) Not researching or accurately informing yourself on the third party service's terms of service of which you are held accountable to through the use of the third party plugin.

You confirm that you understand the GoDaddy Conversations Service is capable of accessing information based off the limits of the third party service. Each third party service has different limits as to what information that can be accessed so we recommend that you review their privacy policies. A plugin can only request to access information based on the GoDaddy Conversations Services intended purposes. The following is a non-inclusive list disclosure of the GoDaddy Conversations Services intended purposes for accessing information from a third party service:

- 10.5.1 **Receiving/sending messages in real time from the plugin/service.** Messages can be text, media (images, video, and audio), stickers, emoji's, or files.
- 10.5.2 **Message sync:** Ensuring that the local copy in our database is the same as what's interfaced by the plugin (the plugin may interface via an online database, or another database that sits on the device (such as the Android SMS-MMS database).

- 10.5.3 **Message pulling:** Loading additional messages in from a services database (this includes SMS-MMS databases on the device), as they are requested by the user.
- 10.5.4 **Fetching information shared between all messages:** timestamp, participant address, message sender vs receiver direction, message type (group/party message, or solo message), status (sent, delivered, waiting, failed).

In no event will GoDaddy, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any: (i) Errors, mistakes, or inaccuracies of content, (ii) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Services plugins or third party services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages.

- 10.6. **Message Retention.** GoDaddy Conversations App includes, but is not limited to call records, voicemail, multi-media messages, and text messages ("Message Data"). After the GoDaddy Conversations Services are cancelled you will not be able to access Message Data. You consent to allow, and represent that you have the right to allow, GoDaddy to copy, cache, store, distribute and share Message Data as you designate through the GoDaddy Conversations App. You agree and hereby grant GoDaddy the right to copy, cache and store Message Data, with that right to survive expiration or termination of this Agreement.
- 10.7. **Number Portability.** You cannot port out a number obtained during a free-trial or as part of a messaging only GoDaddy Conversations Service plan.

## 10.8. FAIR USE POLICIES

- 10.8.1 **GoDaddy Conversations Local and Toll-Free Text Message Fair Usage Policy.** GoDaddy Conversations Services will have an unlimited number of text messages for your use every month. Although there is no limit to the number of text messages on your GoDaddy Conversations Services local or toll-free unlimited plan, a local unlimited plan has a threshold of two thousand (2,000) sent text messages and a toll-free unlimited plan has a threshold of ten thousand (10,000) sent text messages every month which will be considered normal use. In the event that you exceed this threshold, GoDaddy in its sole discretion, may assess an additional usage charge of 0.01 ¢/text message or the current overage rate for every text message in excess of the threshold. Where possible, GoDaddy will provide a notice of your usage in excess of the normal use.
- 10.8.2 **CONVERSATIONS unlimited plans minutes Fair Usage Policy.** GoDaddy CONVERSATIONS unlimited plans will have an unlimited number of minutes for your use every month. Although there is no limit to the number of minutes on your GoDaddy CONVERSATIONS local or toll-free unlimited plan, a threshold of two thousand (2,000) local calling plan minutes and ten thousand (10,000) toll-free plan minutes every month and five (5) concurrent calls will be considered normal use. In the event that you exceed this threshold, GoDaddy in its sole discretion, may assess an additional usage charge of 0.03 ¢/minute or the current overage rate for every minute in excess of the threshold. Where possible, GoDaddy will provide a notice of your usage in excess of the normal use.
- 10.8.3 **Voicemail Transcription Services.** As part of the Services under this Agreement, you are able to have your voicemail transcribed to emails. All GoDaddy CONVERSATIONS plans include transcription services. GoDaddy reserves the right to add to, modify, or amend this service and feature at any time, with or without notice, in its sole discretion.

You also agree not to use the voicemail transcription service in any of the following ways:

- **Shared Use:** The voicemail transcription service is intended to be used solely by the subscribing GoDaddy CONVERSATIONS customer and not shared amongst multiple individuals or businesses without first receiving written permission from GoDaddy.
- **Bulk Call-In Lines:** Voicemail transcription service is not designed to be used for bulk support or sales call centers, voting hotlines, 900 numbers, sports or gambling hotlines, or any other bulk call scenario.
- **Dictation:** Voicemail transcription is not intended to be used as a dictation service.
- **Excessive use:** Although there is no limit to your use of the transcription service, GoDaddy reserves the right to suspend or terminate the Services with or without notice, as a result of Customer's fraudulent, or otherwise abusive use of these Services.

#### 10.9. **LAWFUL AND APPROPRIATE USE / DENIAL OF ACCESS**

- 10.9.1 You agree that you will not use the CONVERSATIONS App or Services in violation of applicable law (e.g. no texting while driving, TCPA Violations, prostitution, illegal drugs, etc.) or to: (i) create or transmit any content or communications using the CONVERSATIONS App or Services that are obscene, abusive, harassing, threatening, racist, malicious, fraudulent, defamatory, libelous, harmful to minors or that may violate or infringe the rights or privacy of third parties, as determined by GoDaddy in its sole discretion; (ii) send spam or advertisements in violation of applicable law or without the advance consent of the recipient; (iii) engage in bulk messaging, robocalling, auto-dialing, ID spoofing, or similar deceptive practices (the conduct in this subsection referred to as "Spam Attacking"); (iv) Toll Fraud and/or Traffic Pumping.
- 10.9.2 YOU AGREE THAT IF YOU ARE SPAM ATTACKING, SUCH CONDUCT WILL CAUSE SERIOUS DAMAGE TO GODADDY AND, ON ACCOUNT OF THE GREAT DIFFICULTY OF ASCERTAINING THE AMOUNT OF SUCH DAMAGE, YOU AGREE TO PAY \$500 PER CALL THAT CONSTITUTE SPAM ATTACKING (AS DEFINED ABOVE) AS LIQUIDATED DAMAGES AND YOU ACKNOWLEDGE AND AGREE THAT SUCH AMOUNTS ARE NOT A PENALTY AND CONSTITUTE A REASONABLE ESTIMATE OF THE LOSS THAT GODADDY MAY SUFFER AS A RESULT OF SPAM ATTACKING. FURTHERMORE, YOU AGREE TO REIMBURSE GODADDY FOR ALL CHARGES RELATED TO TOLL FRAUD OR TRAFFIC PUMPING.
- 10.9.3 You hereby agree to indemnify and hold GoDaddy harmless from any and all claims, damages, losses or liabilities of any nature whatsoever arising out of or concerning your use in any manner of the Services provided herein. In the event that GoDaddy is brought into or required to respond to any action arising from or concerning your activities, you agree to indemnify and hold GoDaddy harmless from all arbitration, court and attorney's costs and fees. GoDaddy may immediately discontinue, disconnect, limit, or revoke the Services without notice or warning to you, if you, at the sole discretion and determination of GoDaddy, cause any type of activity or load which is incompatible with GoDaddy network, cause quality of service issues, or otherwise impair GoDaddy's ability to maintain or provide service to other customers. In the case that the Services are suspected of being misused by you, including for fraudulent activity, GoDaddy reserves the right at its sole discretion to immediately terminate the Services and inform the public that the Services is believed to have been used for inappropriate business. In addition, GoDaddy reserves the right to terminate your Services, with or without cause and with or without specifying any reason for

termination. GoDaddy shall not be liable for any direct or indirect damages resulting from a decision to terminate, discontinue, disconnect, limit, or revoke the Services with or without notice or warning or for informing the public about the possibility of inappropriate business.

#### **10.10. DATA COLLECTION, RETENTION AND SHARING**

10.10.1 Prior to Account creation, GoDaddy may collect through the CONVERSATIONS App device identifiers but no other personally identifiable information. Device information is used for providing support for our internal operations. During and after Account creation, GoDaddy collects data that you provide upon registration, including the name and phone number of contacts as stored on your device ("Contact Data"), and data about your use of the App, which includes both Personal Data and anonymous data. Personal Data is any information relating to an identified or identifiable person. Contact Data is used to enable communications features within the App. Contact Data is not used for any other purpose. You hereby (i) grant GoDaddy a perpetual licenses to store Personal Data and Contact Data and to use, copy and transmit Personal Data and Contact Data in conjunction with your use of the App; and (ii) consent to allow GoDaddy to transmit Personal Data and Contact Data upon registration, in response to legal process and/or to legal authorities upon request or as required under applicable law. While using the Services GoDaddy may collect Usage Data. Usage Data is data and information you provide while using GoDaddy's CONVERSATIONS App or services, such as text messages, audio, voicemail audio, voicemail transcriptions, and photos you make available through the Apps or contacts you add or import.

10.10.2 **Customer Proprietary Network Information ("CPNI")**. GoDaddy does not enable use, disclosure or permit access to CPNI for any marketing purposes to any persons, entities, parties outside of the company without the specific consent of the customer that owns the CPNI data. GoDaddy does not and will not utilize, disclose or permit access to CPNI data to identify or track customers that call competing service providers. If GoDaddy requires customer consent for utilizing, disclosing or permitting access to CPNI data, the Company will obtain consent through written, oral or electronic methods. Without such consent, GoDaddy only uses CPNI in lawful ways, such as for billing and collecting of service rendered, protecting the Company's rights and property, or providing customer information required by a Public Safety Access Point.

10.11. **REGULATORY CHANGES**: To the extent that any Services provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, these terms and conditions shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. GoDaddy reserves the right to suspend, modify or terminate any Services without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents GoDaddy from furnishing such Services, or (ii) has a material negative impact on GoDaddy's performance hereunder.

#### **11. PROVISIONS SPECIFIC TO FACEBOOK PAGE DESIGNER**

A Facebook page designer allows you to create customized Facebook pages designed to complement your website (the "Facebook Page Designer"). The number of Facebook pages allowed varies depending on your Services plan, and is in addition to the number of site pages included with your Services plan.

In order to use the Facebook Page Designer, you will need (i) an active Facebook account and (ii) a public page from within your Facebook account. You will need to link the Facebook pages to your Facebook account in order for the Facebook pages to be navigable. Your Facebook pages will be on the same

hosting account, and accessible via the same control panel, as your website. Accordingly, at least one page of your website must be published before your Facebook pages can be published.

If you access the Facebook Page Designer, you acknowledge and agree that you will not use it to launch a Facebook page that promotes, provides content referencing, facilitates, contains, or uses any of the following:

- Alcohol-related content, or sale of tobacco products, ammunition and/or firearms;
- Content that infringes upon the rights of any third party, including intellectual property rights, privacy, publicity, moral or other personal or proprietary rights, or that is deceptive or fraudulent;
- Gambling, including any online casino, sports books, bingo or poker;
- Illegal activity and/or illegal contests, pyramid schemes, sweepstakes or chain letters (if you run, reference, or facilitate a legally permissible sweepstakes, contest, or other promotion you are subject to Facebook's Promotions Guidelines located [here](#)); or
- Content that is hateful, threatening, defamatory, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You must ensure that you own or have secured all rights necessary to copy, display, distribute, deliver, render and publicly perform all content of or within your application to Facebook users in all countries where you make the content available.

## 12. ANALYTICS

GoDaddy grants you a limited, revocable, non-exclusive, non-sublicensable license to use the GoDaddy Websites + Marketing analytics ("Analytics") solely as necessary for you to use the Analytics on GoDaddy Websites + Marketing properties; and you may access and view reports through your Shopper Account. The Analytics will allow you to track your visitor's IP address, time of visit, header information and location ("Data"). You will comply with all applicable laws and regulations in your use of and access to the Analytics Data and reports. GoDaddy and its wholly owned subsidiaries may retain and use, subject to the terms of its privacy policy, Data collected by the Analytics. You will not (and will not allow any third party to) use the Analytics to track, collect or upload any data that personally identifies an individual (such as a name, email address or billing information), or other data which can be reasonably linked to such information. You will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from visitors. You must post a Privacy Policy and that Privacy Policy must provide notice of your use of cookies that are used to collect Data. You must disclose the use of Analytics, and how it collects and processes Data.

## 13. PROVISIONS SPECIFIC TO FREE WEBSITES + MARKETING SERVICES

- 13.1 **W+M FREE TRIAL.** The W+M Free Trial ("Free Trial") is an opportunity for you to use the Service free of charge for any specified term, beginning on the date that you accept the Free Trial offer. The Free Trial will expire at the end of the specified trial period, regardless of whether or not you use the Service during the Free Trial period.

We may withdraw or modify the Free Trial, or exchange the W+M Service or offer for a similar service or offer, at any time, in our sole discretion. You will be charged then-current rates for the Product if we determine that you are not eligible for the Free Trial.

Upon expiration of the Free Trial, you will not be charged and the W+M Service will not renew. However, if you were asked to add, confirm or volunteered to include a future payment method during or at the end of your Free Trial, the W+M Service will automatically renew at its then-current

renewal price with no further action from you, until cancelled. You may cancel the Free Trial or the automatic renewal of the W+M Service at any time prior to the end of the Free Trial by visiting your account and turning off the auto-renewal feature, or by contacting customer service. If you choose to cancel Free Trial, any content or data you have entered into the service will only be retained for 60 days from the date of cancellation for customers with billing addresses in non-GDPR countries or 30 days from the date of cancellation for customers with billing addresses in GDPR countries.

Where a Free Trial is renewed, whether as a paid monthly plan or annual plan, you may request a full refund in accordance with our Refund Policy.

Residents of certain countries may not be eligible to participate in a Free Trial offer.

- 13.2 **W+M Free Website.** The W+M Free Website ("Free Website") is an opportunity for you to use the W+M Service with a limited set of features without cost, beginning on the date that you accept the Free Website offer. The Free Website will not expire and will renew on a monthly basis without charging you.

We may withdraw or modify the Free Website, or exchange the W+M Service or offer for a similar service or offer, at any time, in our sole discretion. You will be charged then-current rates for the Product if we determine that you are not eligible for the Free Website.

Not all features available in the W+M Service are included in the Free Website. Should you choose to add additional W+M features or services to your Free Website, it will convert to a paid plan that will automatically renew at the then-current renewal price with no further action from you, until cancelled. You may cancel the automatic renewal of the Free Website or the converted paid plan at any time by visiting your account and turning off the auto-renewal feature, or by contacting customer service. If you choose to cancel Free Website, any content or data you have entered into the service will only be retained for 60 days from the date of cancellation for customers with billing addresses in non-GDPR countries or 30 days from the date of cancellation for customers with billing addresses in GDPR countries.

Where a Free Website is renewed, whether as a paid monthly plan or annual plan, you may request a full refund in accordance with our Refund Policy.

Residents of certain countries may not be eligible to participate in a Free Website offer.

## 14. THIRD-PARTY IMAGES AND SOFTWARE

- 14.1 **Definitions and Scope.** As part of GoDaddy Websites + Marketing, GoDaddy Social or other related services, you may be allowed to use certain (i) photographs, illustrations, or other images ("Images") and/or (ii) software, widgets, or other applications ("Software") developed, owned, or licensed by a third-party. Your use of these Images and Software may be subject to additional terms.

If the Images and Software are accompanied by or require a license agreement from the third-party provider, your use of the Images and Software is subject to that license agreement, in addition to (not in lieu of) this Services Agreement.

- 14.2 **Terms and Conditions Applicable to all Images/Software.** You may use the Images and Software solely as part of Services. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Images and Software. Additionally, you may not sell, modify, re-use reverse-engineer, decompile, disassemble, reverse

compile, create derivative works of or attempt to derive the source code from the Images and Software.

GoDaddy may provide your personal information to third-party providers as required to provide the third-party Images and Software, including, but not limited to, the domain name associated with the Websites + Marketing page. GoDaddy reserves the right to modify, change, or discontinue provision of the Images and Software at any time.

GoDaddy makes no representations or warranties about any third-party Images and Software offered in connection with Services, and expressly disclaims any liability.

You will indemnify, defend, and hold harmless GoDaddy from and against any and all claims imposed upon or incurred by GoDaddy directly or indirectly arising from your use or misuse of the third-party Images and Software. The providers of the third-party Images and Software are third-party beneficiaries to this Services Agreement for purposes of enforcing their rights under this Services Agreement.

- 14.3 **Additional Terms and Conditions Applicable to Images and Software.** The third-party providers listed in this section make no representations or warranties about any Images or Software offered in connection with the Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Images or Software.

You are responsible for managing and maintaining in good standing any paid subscription and/or account required with a third-party provider. You must cancel or terminate your paid subscription and/or account with the applicable third-party provider and not GoDaddy.

Your use of the following Images and Software are subject to the applicable linked terms, which are incorporated by reference:

1. **Google My Business.** Your use of Google My Business is subject to the following: (i) Google Terms of Service located [here](#); (ii) Google My Business Additional Terms located [here](#); and (iii) Google Guidelines for Representing Your Business on Google located [here](#).
2. **PayPal.** Your use of PayPal services is subject to the terms of service located [here](#).
3. **Square.** Your use of Square services is subject to the terms of service located [here](#).
4. **GoFundMe.** Your use of GoFundMe services and participation in the COVID-19 related campaigns are subject to the terms of service located [here](#). GoDaddy has no responsibility for providing any matching funds offer through any such campaign or ensuring that those funds are provided.
5. **Mapbox.** Mapbox is subject to the terms of service located [here](#).
6. **Additional Terms and Conditions Applicable to Cronofy.** Cronofy is subject to the terms of service located [here](#).
7. **OpenTable in U.S., Japan, Germany, Mexico, Ireland, Netherlands, UK, Australia, Canada, Hong Kong, Singapore.** Your use of OpenTable is subject to the terms of service located [here](#).
8. **ChowNow in U.S. and Canada.** Your use of ChowNow is subject to the terms of service located [here](#).



9. **IDX Broker in U.S., Canada and Mexico.** Your use of IDX Services is subject to the terms of service located [here](#).