

Website Maintenance Services Terms and Conditions

Updated as of 3-18-2019

Agreement -- These terms and conditions are an integral part of any Maintenance Services Agreement between a Client and Epic Business Apps, LLC (“Epic”). These Website Maintenance Services Terms and Conditions (“WMSTC”) are referenced within the underlying Maintenance Services Agreement between the Client and Epic.

Acceptance; Agreement -- These terms and conditions supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These terms and conditions represent the final and complete understanding of the parties and may be amended or cancelled only by proper Notice as defined in the Maintenance Agreement between Client and Epic.

Client Responsibilities – For the purposes of providing these services, Client agrees:

- To provide Epic with access to its website(s) for any enhancement, or maintenance service provided under this Maintenance agreement. Client is responsible for maintaining the confidentiality and security of its accounts and passwords. Client is solely responsible for all activities that occur under Client’s account and for any loss, theft or other destruction of any data as the result of any access to the account via the Client account information, whether or not actually or expressly authorized by Client.
- To properly document and convey to Epic any information or services being requested under the Agreement.
- To inform Epic before any other third-party website service provider does any work to the website, of any kind, including adding website plugins or APIs.

Client Acknowledgements – Client understands, acknowledges and agrees that:

- Epic has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client’s website(s) may be excluded from any search engine or directory at any time (often referred to as “blacklisted”) at the sole discretion of the search engine or directory entity.

- If changes are made by Epic according to Client's direction, and the changes are not correct because Client changed their mind or misunderstood what they were providing, additional time to remedy the changes fall under time and materials billing.
- Epic is not responsible for changes made to Client's website(s) by other parties.
- In cases where Epic is tasked with one-off fixes or enhancements, there are times where those additions or adjustments to the website are not compatible with the existing third-party plugins on the website, and those plugins can occasionally become unusable. In those cases, Epic will charge time and materials to update any plugin that may have been affected.
- Recovery or repair of Client's website is not guaranteed.

Data Security - Epic uses appropriate administrative, technical, organizational, and physical security measures to protect our Client's information and data against accidental or unlawful destruction, loss, and alteration, and against unauthorized disclosure and access. When hosting a website as part of the Maintenance Services, Epic uses standard industry practices to protect visitor and user information, including such precautions that may include firewalls, SSL encryption, limiting storage of financial information to a PCI compliant third party provider, system redundancies, and keep our servers with only the largest and most reputable web hosting providers, such as Amazon Web Services, Go Daddy, and Host Monster.

Unfortunately, no data transmission or storage can be guaranteed to be 100% secure. While we strive to protect Client's personal information, Epic cannot guarantee security of the information you transmit to us or host with us using our Services

Indemnification

BY CLIENT:

While Epic takes every precaution to mitigate risks, as described in the Data Security section, by signing on to a Maintenance Service Agreement, CLIENT

agrees that Epic is NOT LIABLE for current and future website errors, hacking, or other technical problems and holds no responsibility if such issues were to occur. In no event shall Epic be liable for any loss or corruption of data or content, database or software, lost profits, reputational damage or damage to goodwill, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Epic, even if Client has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Client shall indemnify Epic Business Apps, LLC from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by website users, or third party arising from the use of any software built and/or maintained by Epic. Client shall promptly notify Epic in writing of any third-party claim or suit related to software under a maintenance agreement with Epic.

BY EPIC:

Epic agrees to execute all services listed in the Maintenance Agreement in good faith, utilizing industry standard best-practices, and abide by all terms within the Maintenance Agreement.

Warranty & Limitation of Liability - The services and work product of Epic are sold “as is.” In all circumstances, the maximum liability of Epic, its directors, officers, employees, design agents and affiliates (“Epic parties”), to Client for damages for any and all causes whatsoever, and Client’s maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, will in no circumstances exceed the lesser amount of either: (i) \$300; or (ii) the total amount paid by the Client to Epic under the Maintenance Agreement or services rendered to Client during the three month period immediately preceding the Service Date.

Nothing in this Agreement will exclude or limit the liability of either party for:

- (a) death or personal injury caused by that party's negligence;
- (b) fraud or fraudulent misrepresentation on the part of that party; or
- (c) any other liability which may not be excluded or limited under applicable law.

Client Representations – Client makes the following representations and warranties for the benefit of Epic:

- Client represents to Epic, and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Epic are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Epic and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.
- Client guarantees to Epic and unconditionally guarantees that Client's website has not, knowingly been compromised, hacked, or otherwise defaced or infected prior to ordering any Maintenance Services. Client represents that it will provide full details to Epic if Client is aware of such compromises to the website, before any services are performed by Epic.
- From time to time governments enact laws and levy taxes, tariffs or new policies (such as privacy policies) affecting Internet usage, including electronic commerce. Client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Epic and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's exercise of Internet usage including electronic commerce.