

# Website-as-a-Service Terms of Service

Last Updated: 6/14/2026

## 1. Introduction and Acceptance of Terms.

These Terms of Service (this “Agreement”) constitute a legally binding contract between you (“you” or “your”) and Cindaro LLC (“Cindaro,” “we,” “us,” or “our”), governing your access to and use of Cindaro’s managed website platform delivered through its website-as-a-service infrastructure. The services include website hosting, maintenance, management, and related features, functionality, products, and services made available by Cindaro. Cindaro’s Privacy Policy, available at <https://www.cindaro.com/privacy-policy>, is incorporated into this Agreement by reference.

**BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, PURCHASING A SUBSCRIPTION, OR CLICKING A CHECKBOX OR BUTTON INDICATING THAT YOU “AGREE,” “ACCEPT,” OR SIMILAR, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. YOUR ELECTRONIC ACCEPTANCE CONSTITUTES A LEGALLY BINDING AGREEMENT AND HAS THE SAME FORCE AND EFFECT AS A WRITTEN SIGNATURE. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SERVICES.**

## 2. Eligibility.

The Services are intended for use only by individuals who are at least eighteen (18) years of age and capable of entering into legally binding agreements. By accessing or using the Services, you represent and warrant that you are at least eighteen (18) years old. If you are under eighteen (18) years of age, you may not access or use the Services.

## 3. Definitions.

(a) **“Automatic Renewal”** shall have the meaning set forth in Section 12(b).

(b) **“Cindaro IP”** means the Services, Cindaro’s Website platform, Customer Website, templates, design frameworks, software, tools, documentation, technology, and all other materials, features, and functionality provided or made available by Cindaro in connection with the Services, together with all related intellectual property rights. Cindaro IP does not include Customer Data.

(c) **“Cindaro Website”** means Cindaro’s primary website through which information about the Services, subscription plans, features, and pricing are made available at [cindaro.com](http://cindaro.com).

(d) **“Customer Data”** means information, data, and other content, in any form or medium, that you submit, provide, or otherwise make available to Cindaro for use in designing, developing, operating, or maintaining the Customer Website through the Services.

(e) **“Customer Website”** means the website created, designed, developed, hosted, maintained, or otherwise provided by Cindaro for you as part of the Services under this Agreement.

(f) **“Initial Term”** shall have the meaning set forth in Section 12(a).

(g) **“Order”** means an order form, subscription plan, online checkout, statement of work, or other ordering document or process provided by Cindaro that identifies the specific Services purchased or subscribed to by you, including any applicable fees, subscription term, plan tier, usage limits, or other service parameters.

(h) **“Renewal Term”** shall have the meaning set forth in Section 12(b).

(i) **“Services”** means Cindaro’s managed website platform delivered through its website-as-a-service infrastructure, including website design, development, client dashboard, hosting, domain services, security, maintenance, content updates, customer dashboard access, forms and lead capture functionality, search engine optimization (SEO) setup and optimization, reporting, automation tools, and related products, features, functionality, tools, integrations, support, and other services made available by Cindaro through the Cindaro Website, applications, or other delivery channels.

(j) **“Term”** shall have the meaning set forth in Section 12(b).

(k) **“Update”** means a minor modification to existing Customer Website content within an existing page, such as text edits, image replacements, updating contact information, or replacing existing elements.

(l) **“Website Files”** shall have the meaning set forth in Section 10(c).

(m) **“Website Refresh”** means an update or redesign of the Customer Website provided by Cindaro at the beginning of a Renewal Term that may include updated design elements, layout changes, content adjustments, or other improvements as determined by Cindaro in its sole discretion as part of the continued subscription Services.

#### 4. Account Registration.

To access certain features of the Services, you may be required to create and maintain an account. When registering for an account, you agree to provide accurate, current, and complete information and to maintain and promptly update such information as necessary to keep it accurate, current, and complete. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify Cindaro promptly of any unauthorized access to or use of your account or any other breach of security.

#### 5. Services.

(a) General Services. Cindaro provides the Services on a subscription basis in accordance with the subscription plan selected by you and the applicable Order. Your specific Services, features, and service limits are determined by your selected subscription plan and applicable Order. You can find the subscription plans on the Cindaro Website at <https://www.cindaro.com/pricing/> or during the ordering process. Cindaro may modify or improve the Services from time to time in order to maintain or enhance the platform.

(b) Managed Platform Delivery. The Services are provided by Cindaro as a managed website platform rather than a traditional website development project. Cindaro delivers websites through a standardized platform infrastructure designed to support scalability, security, automation, ongoing operational management, and platform consistency. You acknowledge that websites created through the

Services are deployed, hosted, and operated within Cindaro's platform architecture and must conform to Cindaro's platform standards, configurations, and technical requirements, which Cindaro may update from time to time.

(c) Platform Evolution. Cindaro continuously improves and evolves the platform infrastructure used to deliver the Services. As a result, the underlying systems, technologies, integrations, hosting environment, and operational architecture used to provide the Services may change from time to time without notice in order to maintain or enhance the security, performance, reliability, or functionality of the Services.

(d) Domain Name Registration and Domain Services. Cindaro may assist with the registration, configuration, transfer, renewal, or management of domain names in connection with the Services. Domain names may be registered through third-party registrars and remain subject to the applicable registrar's terms and policies. Cindaro does not guarantee the availability of any requested domain name and is not responsible for the acts or omissions of third-party domain registrars. If you have an existing domain name that will be used in connection with the Services, you must provide Cindaro with the necessary access credentials or permissions required to configure and manage the domain as needed to provide the Services. Domain registration and renewal fees may be included in the applicable subscription plan or charged separately as specified in the applicable Order.

(e) Search Engine Optimization (SEO) Services. Cindaro may provide search engine optimization services as part of the Services or as included within the applicable subscription plan. Such services may include website configuration for search visibility, technical optimization, keyword implementation, content-related recommendations, and performance reporting. The scope and level of SEO services provided depend on the applicable subscription plan. Search engine rankings, website traffic, lead generation, and other marketing outcomes are influenced by numerous factors outside Cindaro's control, including search engine algorithms, competitor activity, advertising platforms, and third-party technologies. Accordingly, Cindaro does not guarantee any specific search engine rankings, traffic levels, lead generation results, or other business outcomes resulting from the Services.

(f) Website Hosting and Infrastructure. Cindaro provides website hosting and related infrastructure necessary to operate and maintain your Customer Website as part of the Services. Hosting services may include server infrastructure, security updates, system monitoring, backups, and related operational management. Hosting infrastructure may be provided directly by Cindaro or through third-party hosting providers selected by Cindaro.

The Services are delivered using a standardized technology stack and development framework selected by Cindaro. You acknowledge that Cindaro determines the hosting providers, software platforms, plugins, integrations, and internal development tools used to deliver the Services. This platform standardization is necessary to maintain the scalability, efficiency, security, and consistency of the Services.

(g) Service Levels and Support.

(i) Service Level. Cindaro will use commercially reasonable efforts to maintain the availability, functionality, and security of the Services, including the hosting environment and website infrastructure used to operate your Customer Website. From time to time, the Services may be temporarily unavailable due to scheduled maintenance, system upgrades, security

updates, or circumstances beyond Cindaro's reasonable control, including outages affecting third-party service providers. Cindaro will use commercially reasonable efforts to respond to support requests within a reasonable timeframe. Service availability may be affected by maintenance and factors outside Cindaro's reasonable control.

(ii) Support Services. Cindaro provides ongoing operational support for customer websites managed through the Services. Support may include responding to technical issues, addressing website errors, maintaining hosting infrastructure, performing security updates, and implementing website updates included within your subscription plan. Support requests must be submitted through the support channels designated by Cindaro, and Cindaro will respond within a commercially reasonable timeframe. The scope and priority of support may vary depending on the applicable subscription plan and the nature of the request.

(iii) Maintenance and Updates. As part of the Services, Cindaro may perform routine or emergency maintenance, security patches, bug fixes, and system updates necessary to maintain the availability, security, and performance of the Customer Website and the Services. Such maintenance may result in temporary interruptions or degraded functionality and may be performed without prior notice when reasonably necessary to protect the Services or underlying infrastructure.

(h) Customer Website Updates. Certain subscription plans include a limited number of Updates per billing period, as determined by the subscription plan selected by you. The number of Updates resets on your monthly billing date, and unused Updates do not carry over. Requests that exceed the number of Updates included in your subscription plan, or that fall outside the scope of an Update, may be quoted separately by Cindaro and performed only upon your approval of the applicable fees.

For clarity, an Update does not include the creation of new pages, structural redesigns, changes to Customer Website navigation or architecture, new features or functionality, custom development, third-party integrations, or any work that materially alters the layout, structure, or functionality of the Customer Website. Cindaro shall have sole discretion to determine whether any requested change qualifies as an Update under this Agreement.

(i) Website Refresh. Upon the commencement of the applicable Renewal Term, Cindaro will provide a Website Refresh as part of the continued subscription Services. A Website Refresh is intended to update and modernize the existing Customer Website and may include updated design elements, layout changes, content adjustments, or other improvements determined by Cindaro in its sole discretion. A Website Refresh is not a complete redesign or rebuild of the Customer Website. For purposes of clarity, a Website Refresh does not include the creation of a new custom website, custom development, new functionality, third-party integrations, or structural redesign beyond Cindaro's standard website refresh process.

(j) Revision Rounds and Design Changes.

(i) Included Revisions. Each website build includes the number of revision rounds specified in your selected subscription plan or applicable Order.

(ii) Revision Rounds Defined. A revision round consists of a consolidated list of requested changes submitted by you following your review of a design, page, or website draft.

You are encouraged to submit all requested changes for a given review cycle at one time.

(iii) Scope of Revisions. Revision rounds are intended for refinements and adjustments to the approved design direction. Requests that substantially alter the approved design, website structure, navigation, branding, page layouts, functionality, or previously approved work may be considered a redesign or change in scope and may require a separate quote or change order.

(iv) No Rollover. Unused revision rounds do not roll over, accumulate, or convert into future Services, fees, or credits.

(v) Additional Revision Rounds. Revision rounds requested in excess of those included in your subscription plan may be provided at Cindaro's then-current rates, subject to your approval of the applicable fees.

(vi) Approval and Final Acceptance. Approval of a design, page, or website component constitutes your acceptance of that work. Subsequent requests to revisit a previously approved design, page, or website component may be treated as an additional revision round or as out-of-scope work and billed accordingly.

## 6. Fees and Payment.

(a) Fees. You agree to pay all subscription fees and other applicable charges (the "Fees") associated with the subscription plan and order you select. All Fees are charged on a recurring basis for the duration of the Term.

Cindaro may adjust subscription Fees at the beginning of any Renewal Term based on increases in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the U.S. Bureau of Labor Statistics, or a comparable successor index. Notwithstanding the foregoing, Cindaro may increase Fees by a minimum of three percent (3%) at the beginning of any renewal Term.

Cindaro may modify its subscription plans, pricing structure, or included features from time to time for new customers. Such changes will not affect your subscription Fees during the then-current Term but may apply at the beginning of any renewal Term.

(b) Payment Terms. All Fees must be paid on or before the applicable billing date specified at checkout or in the applicable Order. If you fail to make any payment when due, without limiting Cindaro's other rights or remedies, Cindaro may charge interest on the past-due amount at the rate of 1.5% per month (or the maximum rate permitted by law, if lower), and you agree to reimburse Cindaro for all reasonable costs incurred in collecting overdue amounts, including attorneys' fees and collection costs. If payment remains overdue for ten (10) days or more, Cindaro may suspend access to the Services, including access to your Customer Website and related services, until all outstanding amounts are paid in full.

(c) Taxes. All Fees and other amounts payable under this Agreement are exclusive of taxes. You are responsible for all applicable sales, use, excise, and other similar taxes, duties, or governmental charges imposed on the purchase or use of the Services by any federal, state, or local governmental authority, except for taxes based on Cindaro's net income. If Cindaro is required to collect or remit any such taxes, the applicable amount will be added to your invoice or charged at checkout.

(d) Suspension of Services. If you fail to pay any Fees when due, Cindaro may, upon written notice, immediately suspend or disable access to the Services, including access to the Customer Website and related services. If such failure to pay continues for ten (10) days after written notice, all Fees due for the remainder of the then-current Term shall, at Cindaro's option, become immediately due and payable in full, without further notice or demand. Any suspension under this Section resulting from your failure to pay Fees when due will not relieve you of your obligation to continue paying all Fees due under this Agreement. Suspension of the Services does not pause billing, extend the subscription Term, or reduce the total amount owed under this Agreement. Cindaro may charge a reinstatement fee to restore suspended Services. Exercise of the remedies in this Section will not limit Cindaro's right to terminate this Agreement or pursue any other remedies available at law or in equity.

(e) Website Buyout. At the end of the then-current Term, and subject to the renewal provisions set forth in Section 12(b), you may elect, in lieu of renewal, to purchase a transferable copy of the Website Files by paying a one-time buyout fee of \$1,000. Upon payment of the buyout fee, Cindaro will provide the Website Files. You are responsible for obtaining any required licenses, hosting services, or other third-party services or integrations necessary to operate the Website Files independently. Cindaro retains ownership of the Customer Website and all platform components, templates, development frameworks, systems, and other proprietary technology that are not included in the Website Files. The Website Buyout and transfer of the Website Files are subject to the terms set forth in Section 10.

#### 7. Acceptable Use and Prohibited Conduct.

(a) Use Restrictions. You may not use the Services or Cindaro IP for any purpose beyond the rights expressly granted under this Agreement. You shall not, directly or indirectly: (i) copy, modify, or create derivative works of Cindaro IP, in whole or in part; (ii) rent, lease, sell, sublicense, distribute, publish, transfer, or otherwise make Cindaro IP available to any third party; (iii) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code or underlying structure of any software, systems, or technology used in the Services; (iv) remove or alter any proprietary notices contained in the Services or Cindaro IP; or (v) use the Services in any manner that violates applicable law or infringes, misappropriates, or otherwise violates the rights of any third party.

(b) Prohibited Conduct. You may not use the Services, Cindaro Website, Customer Website, or any website operated through the Services to: (i) engage in any unlawful, fraudulent, or deceptive activity; (ii) publish or distribute content that is false, misleading, defamatory, obscene, or otherwise harmful; (iii) harass, threaten, abuse, or intimidate any person; (iv) distribute malware, viruses, or other harmful code; (v) engage in spam, phishing, or other deceptive communications; (vi) infringe or misappropriate the intellectual property or other rights of any person; or (vii) use the Services in any manner that could damage, disable, overburden, or impair the operation of the Services or related infrastructure.

(c) Reservation of Rights. Subject to the terms of this Agreement, Cindaro retains all rights, title, and interest in and to the Services and Cindaro IP. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants you any ownership interest or intellectual property rights in the Services or Cindaro IP.

#### 8. Customer Responsibilities.

(a) Customer Materials and Cooperation. You agree to provide the content, branding materials, images, text, approvals, and other information reasonably required for Cindaro to design, operate, or maintain the Customer Website. You shall respond to reasonable requests for content, information, or approvals in a timely manner so that Cindaro can provide the Services.

(b) Rights to Content. You represent and warrant that you have all necessary rights, licenses, and permissions required to provide any content, materials, data, or information submitted for use in connection with the Services. You are solely responsible for the legality, accuracy, and appropriateness of all content you provide.

(c) Delays in Customer Materials. Delays in providing requested content, materials, or approvals will not pause billing, extend the Term, or otherwise modify your payment obligations under this Agreement.

#### 9. Third-Party Services and Integrations.

The Services may include or rely on third-party software, services, integrations, infrastructure providers, plugins, application programming interfaces (APIs), payment processors, domain registrars, hosting providers, analytics tools, or other technologies that are not owned or controlled by Cindaro. Certain third-party services may require you to create or maintain separate accounts or agree to the terms of the applicable third-party provider. Cindaro is not responsible for the availability, functionality, security, or performance of third-party services, and use of such services is subject to the terms and policies of the applicable third party. Cindaro may add, remove, or replace third-party integrations as reasonably necessary to maintain or improve the Services.

#### 10. Website Data, Access, Website Buyout, and Migration.

(a) Customer Data. Customer Data and other content you provide for use on the Customer Website remain your responsibility. Cindaro may store, process, and use such Customer Data as reasonably necessary to provide, maintain, and support the Services.

(b) Website Access. During the Term, the Customer Website will be hosted and operated within Cindaro's platform and infrastructure. Cindaro may provide administrative or dashboard access necessary to manage the Customer Website content; however, direct server-level access, platform-level access, or access to Cindaro's development framework, hosting infrastructure, or internal tools may not be provided.

(c) Website Buyout. After completion of the Initial Term, you may either renew the subscription or elect to purchase a transferable copy of the Customer Website by paying a one-time buyout fee of \$1,000. Upon payment of the buyout fee, Cindaro will provide a copy of the compiled website files, database export, and Customer Data necessary to operate a functional version of the Customer Website independent of Cindaro's platform (collectively, the "Website Files") within a commercially reasonable timeframe. Upon delivery of the Website Files and receipt of the buyout fee, ownership of the Website Files will be transferred to you. All platform components, templates, design frameworks, development methods, systems, automation tools, and other proprietary technology used to build or operate the Services remain the exclusive property of Cindaro and are not included in the Website Files.

(d) Excluded Items. The transfer described above does not include third-party software licenses, plugin licenses, hosting services, or other third-party integrations used in connection with the Services. If you wish to continue using such software or integrations, you must obtain your own licenses directly from the applicable third-party providers.

(e) Transition and Migration Services. If you request assistance transferring or migrating the Customer Website to another hosting provider or platform, Cindaro may provide such assistance at its sole discretion and subject to availability. Any transition or migration services provided by Cindaro will be billed at Cindaro's then-current service rates unless otherwise agreed in writing. The scope, timing, and technical details of any migration assistance must be mutually agreed upon by the parties prior to the commencement of such services.

#### 11. Intellectual Property.

(a) Cindaro IP. As between you and Cindaro, Cindaro owns and retains all right, title, and interest, including all intellectual property rights, in and to Cindaro IP, including the Services, platform architecture, templates, design frameworks, development methods, systems, tools, software, and other technology used to provide the Services. Except for the limited Website Buyout right set forth in Section 10(c), nothing in this Agreement grants you any ownership rights in Cindaro IP.

(b) Customer Data and Website Content. As between you and Cindaro, you retain all right, title, and interest, including all intellectual property rights, in and to the Customer Data and other content you provide for use on the Customer Website, including text, images, logos, branding materials, and other materials supplied by you.

You grant Cindaro a non-exclusive, royalty-free license to host, reproduce, display, modify, and otherwise use the Customer Data solely as necessary to design, develop, operate, maintain, and provide the Services.

(c) Customer Website Deliverables. Subject to the terms of this Agreement, the Customer Website created through the Services consists of both Customer Data and components of Cindaro IP. Except as expressly provided in Section 10(c), Cindaro retains ownership of all templates, platform components, development frameworks, and other proprietary systems used to build or operate the Customer Website.

(d) Ownership Following Website Buyout. If you elect the Website Buyout option described in this Agreement and pay the applicable buyout fee, Cindaro will provide the Customer Website files and database necessary to operate the Customer Website independently. Such transfer does not include ownership of Cindaro's platform technology, templates, development frameworks, or other proprietary systems, and does not include third-party software licenses or services.

#### 12. Term and Termination.

(a) Initial Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to the express provisions of this Agreement, will continue for a period of thirty-six (36) months from such date (the "Initial Term").

(b) AUTOMATIC RENEWAL; TERM. UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF

THE THEN-CURRENT TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE THIRTY-SIX (36) MONTH PERIODS (EACH A “RENEWAL TERM,” AND TOGETHER WITH THE INITIAL TERM, THE “TERM”).

**NOTICE OF NON-RENEWAL MUST BE PROVIDED BY EMAIL TO BILLING@CINDARO.COM OR THROUGH ANY ONLINE ACCOUNT CANCELLATION OR NON-RENEWAL MECHANISM MADE AVAILABLE BY CINDARO FOR THAT PURPOSE. YOUR NOTICE OF NON-RENEWAL WILL BE EFFECTIVE ONLY IF RECEIVED BY CINDARO WITHIN THE TIME PERIOD SET FORTH IN THIS SECTION 12(b).**

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Cindaro may terminate this Agreement upon written notice if you fail to pay any amount due under this Agreement and such failure continues for more than thirty (30) days after payment becomes due.

(ii) Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and such breach: (A) is incapable of cure; or (B) if capable of cure, remains uncured thirty (30) days after written notice of the breach.

(iii) Either party may terminate this Agreement immediately upon written notice if the other party: (A) becomes insolvent or is generally unable to pay its debts as they become due; (B) files, or has filed against it, a petition in bankruptcy or becomes subject to any proceeding under bankruptcy or insolvency law; (C) makes a general assignment for the benefit of creditors; or (D) has a receiver or similar officer appointed over a substantial portion of its assets.

(iv) Termination by you before the expiration of the Initial Term or any Renewal Term will not relieve you of your obligation to pay all Fees due for the remainder of the then-current Term, and such remaining Fees will become immediately due and payable upon termination. Upon termination resulting from your breach or failure to pay Fees when due, Cindaro may disable or suspend the Customer Website and related Services. Cindaro will not be liable for any damages, losses, or claims arising from the suspension, disablement, or removal of such website or Services in accordance with this Agreement.

(d) Effect of Expiration or Termination.

(i) Upon expiration or termination of this Agreement, your right to access and use the Services will immediately cease.

(ii) No expiration or termination will affect your obligation to pay any Fees owed under this Agreement, including any amounts due for the remainder of the then-current Term. All Fees and other amounts paid or payable under this Agreement are non-refundable to the maximum extent permitted by law, and you will not be entitled to any refund or credit for partial subscription periods, unused Services, suspension of Services, early termination, or termination of this Agreement.

(iii) If you elect the Website Buyout option or request migration of the Customer Website to another hosting environment, Cindaro will provide such Website Files as described in Section

10. Upon reasonable request, Cindaro may also provide transition or migration assistance at Cindaro's then-current service rates.

(iv) If you do not elect and pay the Website Buyout fee upon expiration or termination, you will not receive the Website Files. Following expiration or termination, you may retrieve or migrate Customer Data for up to sixty (60) days, after which Cindaro may delete such data without further notice. Customer Data will be made available in a structured, commonly used, and machine-readable format.

(v) If a domain name associated with the Customer Website is registered in your name or through your account with a third-party registrar, you remain responsible for managing such domain following expiration or termination. If the domain name is managed through Cindaro, Cindaro will reasonably cooperate in transferring administrative control of the domain to you or your designated registrar upon request and completion of applicable transfer procedures.

(e) Survival. Any provisions that by their nature should survive termination or expiration of this Agreement will survive, including provisions relating to Fees and Payment, Acceptable Use and Prohibited Conduct, Customer Responsibilities, Website Data, Access, and Migration, Intellectual Property, Disclaimers, Limitation of Liability, and Dispute Resolution.

### 13. Suspension of Services.

Cindaro may temporarily suspend access to the Customer Website or any portion of the Services if Cindaro reasonably determines that: (i) there is a threat, attack, or security risk affecting the Customer Website, hosting infrastructure, or related systems; (ii) your use of the Services disrupts or poses a risk to the security, availability, or integrity of the Services or to other customers or systems operated by Cindaro; (iii) the Services are being used for unlawful, fraudulent, or prohibited activities or otherwise violate the Acceptable Use and Prohibited Conduct provisions of this Agreement; (iv) suspension is required to comply with applicable law, a governmental request, or legal process; or (v) a third-party service provider or infrastructure provider on which the Services rely has suspended or restricted access to services required for operation of the Customer Website.

Cindaro will use commercially reasonable efforts to provide notice of any suspension and to restore access to the Services as soon as reasonably practicable after the circumstances giving rise to the suspension have been resolved.

Cindaro will not be liable for any damages, losses, liabilities, or other consequences arising from the suspension of the Services in accordance with this Agreement. Suspension of the Services does not relieve you of your obligation to pay Fees due under this Agreement.

### 14. Confidentiality and Privacy.

(a) Confidential Information. During the Term, either party may disclose to the other certain non-public or proprietary information relating to its business, technology, services, or operations ("Confidential Information"). Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was known to the receiving party without restriction prior to disclosure; (iii) is rightfully obtained from a third party without restriction; or (iv) is independently developed without use of the disclosing party's Confidential Information. The receiving party will use the disclosing party's Confidential Information solely as necessary to perform

its obligations or exercise its rights under this Agreement and will not disclose such information to any third party except to employees, contractors, or advisors who have a legitimate need to know and who are bound by confidentiality obligations. A party may disclose Confidential Information if required to comply with applicable law, regulation, or court order, provided that the disclosing party gives prior notice to the other party when legally permitted.

(b) Return or Deletion of Confidential Information. Upon expiration or termination of this Agreement, each party will return or destroy the other party's Confidential Information upon reasonable request, except to the extent retention is required for legal, regulatory, or backup purposes.

(c) Survival of Confidentiality Obligations. The obligations of confidentiality in this Section will survive expiration or termination of this Agreement for a period of five (5) years, except with respect to Confidential Information that constitutes a trade secret, which will remain protected for so long as such information qualifies as a trade secret under applicable law.

(d) Privacy Compliance. Each party agrees to comply with all applicable privacy and data protection laws in connection with the collection, use, storage, and disclosure of personal information related to the Services. You are responsible for ensuring that any website operated through the Services complies with applicable privacy laws, including obtaining required consents and providing legally required privacy notices to website visitors.

(e) Privacy Policy. Cindaro's collection and use of personal information in connection with the Services is governed by Cindaro's Privacy Policy, available at <https://www.cindaro.com/privacy-policy>, which is incorporated into this Agreement by reference. By using the Services, you acknowledge that you have reviewed the Privacy Policy.

(f) Data Security and Breach Notification. Each party will use reasonable administrative, technical, and organizational safeguards appropriate to the nature of the information handled under this Agreement. If either party becomes aware of a security incident involving personal data related to the Services, that party will notify the other party without undue delay and will reasonably cooperate in responding to the incident as required by applicable law.

#### 15. Copyright Policy.

Cindaro respects the intellectual property rights of others and expects users of the Services to do the same. In appropriate circumstances and at Cindaro's discretion, Cindaro may remove or disable access to content made available through the Services that is alleged to infringe the copyrights or other intellectual property rights of third parties, and may suspend or terminate the Accounts of repeat infringers. If you believe that any Customer Data or other materials available through the Services infringe your copyright, you may submit a notification in accordance with Cindaro's Copyright Policy, available at <https://www.cindaro.com/copyright-policy>.

#### 16. Indemnification.

(a) Cindaro Indemnification. Cindaro will indemnify, defend, and hold you harmless from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Services, or your authorized use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights. This obligation applies only if you promptly provide written notice of the

claim, reasonably cooperate with Cindaro in the defense of the claim. Cindaro has the sole authority to control the defense and settlement of the claim.

If such a claim is made or appears reasonably likely, Cindaro may, at its sole discretion: (i) modify or replace the affected portion of the Services to make it non-infringing; (ii) obtain the right for you to continue using the Services; or (iii) if neither option is commercially reasonable, terminate the affected portion of the Services or this Agreement upon written notice.

Cindaro will have no obligation under this Section to the extent the claim arises from: (A) Customer Data or Customer Website content provided by you; (B) modifications to the Services or Customer Website not made by Cindaro; (C) use of the Services in combination with software, systems, or technologies not provided or authorized by Cindaro; or (D) third-party products or services used in connection with the Customer Website.

(b) Customer Indemnification. You will indemnify, defend, and hold harmless Cindaro and its officers, employees, and contractors from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any third-party claim related to: (i) Customer Data or Customer Website content provided by you; (ii) your violation of applicable law; (iii) your breach of this Agreement; or (iv) your use of the Services in a manner not authorized by this Agreement. Cindaro will promptly notify you of the claim and provide reasonable cooperation in the defense of the claim at your expense.

(c) Sole Remedy. Exclusive Remedy for Infringement Claims. THIS SECTION 16 SETS FORTH YOUR SOLE REMEDIES AND CINDARO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR CINDARO IP INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL CINDARO'S LIABILITY UNDER THIS SECTION 16 EXCEED THE TOTAL FEES PAID BY YOU TO CINDARO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Warranty Disclaimer.

**THE SERVICES, WEBSITE PLATFORM, CUSTOMER WEBSITE AND CINDARO IP ARE PROVIDED "AS IS" AND "AS AVAILABLE." CINDARO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.**

**CINDARO DOES NOT WARRANT THAT THE SERVICES OR CUSTOMER WEBSITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE WITH ANY SOFTWARE, SYSTEMS, OR THIRD-PARTY SERVICES.**

**CINDARO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CUSTOMER WEBSITE TRAFFIC, SEARCH ENGINE RANKINGS, LEAD GENERATION, BUSINESS RESULTS, OR OTHER PERFORMANCE OUTCOMES RESULTING FROM USE**

**OF THE SERVICES.**

18. Limitations of Liability.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CINDARO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OF GOODWILL, CUSTOMER WEBSITE DOWNTIME, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF CINDARO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CINDARO ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED THE TOTAL FEES PAID BY YOU TO CINDARO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

**THE LIMITATIONS IN THIS SECTION APPLY TO ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES, INCLUDING CLAIMS RELATED TO CUSTOMER WEBSITE PERFORMANCE, SERVICE AVAILABILITY, THIRD-PARTY SERVICES, SECURITY INCIDENTS, OR LOSS OF CUSTOMER WEBSITE DATA.**

19. Governing Law.

This Agreement is governed by the laws of the State of Texas. Any legal action arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in Dallas County, Texas. Each party irrevocably submits to the jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

20. Dispute Resolution and Arbitration.

(a) Initial Resolution. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the dispute through written notice and informal discussions. If the dispute is not resolved within sixty (60) days after receipt of such notice, either party may proceed as set forth in Section 20(d).

(b) Arbitration. Except as expressly set forth in Section 20(d), any dispute not resolved pursuant to Section 20(a) shall be finally resolved by binding arbitration administered by JAMS in Dallas County, Texas, in accordance with the JAMS Streamlined Arbitration Rules and Procedures then in effect. The arbitration shall be conducted before a single arbitrator selected in accordance with such rules. The arbitrator shall issue a written, reasoned award.

(c) Costs. The prevailing party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by applicable law. Administrative fees and arbitrator compensation shall be allocated in accordance with the JAMS rules, subject to any nonwaivable requirements of applicable law.

(d) Equitable Relief. Nothing in this Agreement shall prevent Cindaro from seeking injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property, confidential information, or other proprietary rights.

(e) Class Action Waiver. To the fullest extent permitted by law, all disputes shall be resolved on an individual basis. Neither party shall bring or participate in any class, collective, consolidated, private attorney general, or representative action or proceeding against the other, whether in arbitration or in court. The arbitrator shall not have authority to consolidate claims or award relief on a class or representative basis.

(f) Small Claims Court. Notwithstanding the foregoing, either party may bring an individual claim in a small claims court of competent jurisdiction only to the extent such claim is permitted by applicable small claims laws and remains within the jurisdictional and procedural limits of such court. If applicable law requires that a claim be resolved exclusively in small claims court, this Agreement shall not be construed to prohibit such filing. This provision does not permit class, collective, or representative actions and does not affect Cindaro's right to seek equitable relief under Section 20(d).

## 21. Modifications to Terms.

Cindaro may modify or update these Terms of Service from time to time in its sole discretion. When Cindaro makes material changes to these Terms, Cindaro will provide notice by posting the updated Terms on the Cindaro Website or by providing notice through the Services or by email, where applicable. Any modifications will become effective on the date specified in the updated Terms. The "Last Updated" date at the top of these Terms indicates the most recent revision. Your continued access to or use of the Services after the effective date of the updated Terms constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Services.

## 22. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any documents incorporated herein by reference, constitutes the entire agreement between you and Cindaro with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter.

(b) Notices. Cindaro may provide notices to you through the Services, by email, or by posting on Cindaro Website. Notices to Cindaro must be sent using the contact information provided on Cindaro Website.

(c) Force Majeure. Cindaro will not be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay results from circumstances beyond Cindaro's reasonable control, including acts of God, flood, fire, earthquake, war, terrorism, civil unrest, labor disputes, governmental actions, internet service disruptions, cyberattacks, failures of third-party infrastructure or service providers, epidemics, pandemics, public health emergencies, or related governmental actions, or failures or disruptions of internet backbone networks, telecommunications systems, cloud infrastructure, or data center facilities.

(d) Amendment and Modification; Waiver. This Agreement may only be modified as set forth in Section 20 (Modifications to Terms). No waiver of any provision of this Agreement will be effective unless in writing and signed by the party granting the waiver. The failure of either party to enforce any

provision of this Agreement will not constitute a waiver of that provision.

(e) **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

(f) **Assignment.** You may not assign or transfer this Agreement without the prior written consent of Cindaro, except that you may assign this Agreement without such consent in connection with a merger, acquisition, change of control, or sale of all or substantially all of your business or assets, provided that the assignee agrees in writing to be bound by this Agreement. Cindaro may assign this Agreement without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of assets.

(g) **Equitable Relief.** Each party acknowledges that a breach or threatened breach of certain obligations under this Agreement may cause irreparable harm for which monetary damages would not be an adequate remedy. In such circumstances, the non-breaching party will be entitled to seek injunctive or other equitable relief without the requirement to post a bond or prove actual damages.

(h) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of you and Cindaro and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

(i) **Relationship of the Parties.** The relationship between you and Cindaro is solely that of independent contracting parties. Nothing in this Agreement creates or will be deemed to create any partnership, joint venture, agency, fiduciary, franchise, employment, or other similar relationship between the parties. Neither party has the authority to bind the other or incur obligations on the other's behalf without the other party's prior written consent. You acknowledge that Cindaro provides website services and related technical services only and does not act as your employee, agent, legal advisor, marketing advisor, or business partner. You remain solely responsible for the operation of your business, the Customer Website content, and all decisions relating to your business activities.

(j) **Interpretation; Headings.** The headings in this Agreement are for reference purposes only and do not affect the interpretation of this Agreement. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation."

(k) **Publicity.** You grant Cindaro the right to use your name and logo to identify you as a customer of the Services on Cindaro's website and in its marketing materials, unless otherwise agreed in writing between the parties.

## **CONTACT INFORMATION**

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