

# GT Media World, LLC Terms of Service

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The following Terms of Service ("TOS," "Terms" or "Agreement") apply to your use of our website and all services, features and/or content provided by GT Media World, LLC ("GT Media World, LLC," "us," "our"). GT Media World, LLC is the trade name of GT Media World, LLC. By purchasing one or more Services from GT Media World, LLC, you declare that you have read, understood and agree to be bound by this TOS. The latest version of our TOS is always available on the GT Media World, LLC website. It is essential that you read this TOS prior to purchasing any Service(s) from GT Media World, LLC.

## 1. APPLICATION OF TERMS

1.1. These TOS apply to all Services provided by GT Media World, LLC to you throughout the entire Term or Renewal Term. The TOS consist of the following: Terms of Service, Acceptable Use Policy (AUP), Domain Name Agreement, Copyright Infringement Policy, Privacy Policy, Cookies Policy and Data Processing Agreement. Collectively these documents are referred to herein as the "TOS." They are referred to by their individual names if a particular paragraph applies to that document alone.

1.2. The TOS, together with your Order, represent the entire Agreement relating to the Services and supersedes any other agreement previously established between you and GT Media World, LLC. Sending an Order to GT Media World, LLC constitutes acceptance by you of these TOS.

1.3. In addition to these TOS, all registrations of domain names are subject to the terms and conditions set out in our Domain Name Agreement, an integral part of these TOS. The Domain Name Agreement incorporates by reference the terms and conditions of the respective Registrar, its rules and regulations.

1.4. In these TOS we mention certain legal rights you have, if you are a Consumer. These TOS do not affect or change these legal rights.

## 2. ORDER. ACCEPTANCE OF ORDER BY GT MEDIA WORLD, LLC

2.1. In these TOS the method you use to choose which Service(s) to purchase or renew is referred to as an "Order." First-time customers must purchase our Service(s) through our website. Existing customers may purchase or renew Services through the GT Media World, LLC User Area, or by contacting our customer support team via chat, phone or ticket. You acknowledge and agree that all conversations with our customer support team shall be recorded and records of such conversations shall be treated as an Order for purchase or renewal of the respective Service(s).

2.2. The date on which you submit your Order for purchase of the Service(s), shall be considered as the Effective Date of this Agreement. The Term of the Service(s) will

commence as of the Effective Date. Upon expiry of the Term it can be renewed as described in our Renewal Policy.

2.3. You must be at least eighteen (18) years of age at the time you place your Order. By submission of an Order you declare that you are eighteen (18) years old or older and have the legal capacity to enter into an agreement with GT Media World, LLC.

2.4. If you place an Order on behalf of a legal entity, you represent and warrant that you have the legal authority to bind such legal entity to these TOS, in which case the terms "you" or "your" shall refer to such legal entity. In the event that GT Media World, LLC establishes that you do not have the legal authority to bind such legal entity, you will be personally liable for the obligations under these TOS.

2.5. By placing an Order to purchase our Services you declare that there is no other restriction to enter into an agreement with GT Media World, LLC and you are not subject to trade sanctions, embargoes, and other restrictions.

2.6. You understand and agree that all Orders may be subject to automated compliance checks to determine if they meet our financial, security and other reasonable criteria (Fraud Screen). If your Order is flagged for review by any of these checks, it may require our manual review and approval. For such reason, we might ask you for additional information before we can approve and accept your Order. We will use commercially reasonable efforts to review such Orders in a timely manner, but we are not liable for any delays.

2.7. By submitting an Order for purchase of our Service(s) you agree and expressly authorize us to use all personal data you provide in order to perform compliance and anti-fraud checks. You agree and expressly authorize us to disclose your personal data to third-parties or to obtain information about you from third parties, including but not limited to your credit/debit card number, in order to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorization. Please refer to our Privacy Policy for further information about how we use your data.

2.8. Orders that fail our Fraud Screen will not be approved and Service(s) will not be provided. In case an Order fails to pass the Fraud Screen, you will receive formal notice that your Order has been cancelled. We are unable to provide additional information about the reasons a particular Order fails to pass the Fraud Screen. In case your Order is cancelled and Service(s) are not activated, GT Media World, LLC will reimburse you for all pre-paid fees within seven (7) working days as of the date of GT Media World, LLC's formal notice to you that your Order was cancelled. We have no liability for payment of any indemnification, compensation for damage or claims related to the Orders not approved because they have failed our Fraud Screen. No interest or other charges will accrue on the advance paid amounts.

### **3. PERSONAL DATA. DATA PROCESSING AGREEMENT**

3.1. In order to purchase and use our Service(s) you will be required to provide personal data. For the purposes of these TOS, personal data shall have the meaning set out in our

Privacy Policy. Please refer to our Privacy Policy for complete information on what personal data we collect and how we process and disclose it.

3.2. By uploading and storing content on our servers you acknowledge and agree that GT Media World, LLC shall act as a data processor regarding your content. The relationship between you and GT Media World, LLC related to processing of your content is set out in our Data processing Agreement (DPA), which is an integral part of our Privacy Policy and these TOS.

## **4. SERVICES**

4.1. For the purposes of these TOS "Service" or "Services" means any and all services provided by GT Media World, LLC under these TOS including, without limitation, any of our subscription plans for hosting services, additional features, website migration services, domain name registration services, support services, third-party products and services, any any other services which may be provided from time to time as set out on the portion of our website describing the individual Service (Product Pages).

4.2. The Services will be provided to you as configured for our standard customer. We might modify, update or upgrade the Services and/or add, remove or modify any software, functionality or configuration installed on or used by the Services at any time with or without prior notice. You will bear ultimate responsibility to ensure that the Services are configured to meet your operational, privacy and security needs. Your hardware, software as well as any other items you deem necessary to use the Services shall be compatible with the Services. We will not be obliged to modify the Services to accommodate your use.

4.3. To the maximum extent applicable under national law and without affecting your rights as a Consumer, the Services will be provided on "as-is basis". The hardware configurations may vary. GT Media World, LLC may replace your host server hardware, transfer it from one datacenter to another, transfer your account to another server, including to servers in another datacenter or geographic location, or modify certain software configurations when deemed necessary by GT Media World, LLC in order to ensure the quality and security of the Services.

4.4. The proprietary and third-party software we offer as part of the Service(s) will be provided as-is and will be subject to availability and all warranty disclaimers and limitations of liability set out herein. Such software may have terms and conditions that are in addition to those set out in these TOS. You must agree to those terms to use the software. If you fail to do so, you will not be able to use the Service(s). Terms and conditions concerning the above-mentioned third-party software are incorporated by reference and links to any such terms and conditions are available in an appendix to these TOS.

4.5. We may assign an Internet Protocol ("IP") address for your use. You shall have no right to use that IP address except as permitted by GT Media World, LLC in our sole discretion in connection with the use of our Service(s). We shall retain ownership of all IP addresses assigned to you by GT Media World, LLC. We reserve the right to change or remove any and

all such IP addresses in our sole discretion. You acknowledge and agree that shared IP addresses assigned to you by GT Media World, LLC shall be used by other customers as well.

4.6. We provide certain Services designed to filter unwanted email. Depending on the Services set out in your Order, email filtering may be activated by default; in other cases, it may be available as an additional paid Service. Email filtering will likely result in the capture of some legitimate email and the failure to capture some unwanted email that may contain spam, phishing scams and viruses. We recommend that you implement additional levels of protection. Email that is captured by our filtering system is not subject to our SLA.

## **5. SERVICE LEVEL AGREEMENT (SLA)**

5.1. GT Media World, LLC's Service Level Agreement sets out the performance you can expect from us. To the maximum extent applicable under national law and without affecting your rights as a Consumer, this SLA is your sole and exclusive remedy for downtime, or any network, software, hardware or Equipment failure.

5.2. We guarantee network uptime 99.9% on an annual base. If we fall below the guaranteed network uptime, we will compensate you as follows:

- 99.9% - 99.00% uptime: 1 month free hosting
- An additional month of free hosting for every 1% of uptime lost below 99.00%.

5.3. You may check the status of your hosting server uptime from your User Area. You may contact our customer service team if you believe an SLA event has occurred. Compensation is limited to the length of your current Term, but cannot exceed twelve months.

5.4. The following events do not count towards our calculation of uptime:

- Scheduled maintenance;
- Emergency maintenance, hardware and software failure remedied under 1 hour;
- Downtime caused by DNS and/or IP address changes for which you have been notified, but you failed to set your configuration;
- Distributed denial of service (DDOS) attacks, hacker attacks, and other similar events;
- Downtime caused by you, your own configuration, or third-party applications you use;
- Downtime caused when you reach the maximum resources allocation for your plan;
- Downtime caused by your violation of these TOS or any other policy announced on our website;
  - Downtime during upgrade/downgrade of your Cloud or Dedicated Server resources;
- Downtime during processing of your technical support request(s); or
- Force majeure or any event beyond our control.

5.5. Our calculation of network availability is based on our internal records. We will not accept third-party reports as evidence that you are entitled to a compensation under this SLA.

## **6. FEES AND PAYMENT**

6.1. You are responsible for the payment of the fee(s) set out on the Order, in the currency specified on the Order (Fees). All fees must be paid in advance for the entire term or renewal term set out on the Order.

6.2. The current fee(s) and payment method(s) are listed on our website. Unless a specific agreement for use of the Service(s) exists between GT Media World, LLC and you, you acknowledge and agree to pay the fee for the respective Service(s) indicated on our website at the time you submit your Order. GT Media World, LLC reserves the right to change the fees at any time without notification. Changes in fees shall be effective immediately and will apply for you as of your next purchase or renewal.

6.3. All Fees listed on our website are net of applicable taxes, unless explicitly stated otherwise. You are responsible for all taxes levied on the Services.

6.4. In certain cases, the issuer of your payment method may charge you a foreign transaction fee or other fees, which may be added to the final amount that appears on your bank statement or posted as a separate charge. GT Media World, LLC has no control over such fees.

6.5. Time for payment is of the essence. Customer's account(s) will not be activated or renewed until all outstanding fees are paid to GT Media World, LLC. Domain name registration fees must be paid in full before your domain name registration will be processed.

6.6. In the course of the order process, in case of payment by card, you will be asked to provide your card information, which will be verified. By submitting an Order you authorize GT Media World, LLC to verify your card and charge it for the total amount of your Order. If the issuer of your payment method refuses to authorize the transaction to GT Media World, LLC, we will not be liable for non-provisioning the Service(s).

6.7. In case of payment via PayPal or a similar online payment provider, immediately after submitting your Order you will be directed to the web page of the payment provider, where you will authorize the payment. You acknowledge and agree that the processing of payments will be subject to the terms, conditions and privacy policies of the respective payment processors in addition to this Agreement. Once the transaction is completed, you will be redirected to our website.

6.8. You acknowledge and agree that your payment details shall be stored by our payment providers to process payment for any GT Media World, LLC Service(s) you purchase or renew.

6.9. Our obligation to provide the Service(s) depends on your payment of the Fees. It is your responsibility to ensure that we receive timely payment of the Fees.

6.10. You are responsible for keeping at least one active payment method on file. We reserve the right to make an alternative payment method primary if we determine that the current one is not active for any reason. You can manage your payment method(s) in the GT Media World, LLC User Area.

6.11. You confirm that any payment method you use and/or add on file is yours or that you have been specifically authorized by the owner of the card to use it for the purchase.

6.12. In case of delay in payment of any fees(s) due, for whatever reason, we may continue to attempt to collect payment from the payment method on file, suspend, and/or terminate your Services and pursue the collection costs incurred by GT Media World, LLC, including without limitation, any court and legal fees and GT Media World, LLC's reasonable attorneys' fees. We are not responsible for any deleted or lost Customer Content that results from any suspension or termination of the Service(s).

6.13. You acknowledge and agree that if your card issuer supports Recurring Billing Programs or Account Updater Services, we may participate in such programs or services. As part of these programs, your card issuer will send our payment processors updated information for your payment method(s) on file and we may automatically charge your new card without prior notification. Participation in such programs does not guarantee that we will receive payment of the fees. It is your responsibility to pay all fees due.

6.14. Certain Service(s) may be available to you for free. Such Service(s) may only be used by you during your current Term and may not be transferred to other Hosting Accounts or to third-parties. Upon Termination of your Agreement such Service(s) will also be terminated.

6.15. Invoices are due immediately upon receipt. GT Media World, LLC reserves the right to suspend and/ or terminate the Services until payment is made.

6.16. By accepting these TOS, you hereby authorize GT Media World, LLC to send you invoices electronically at the email address specified in your User Area. If you would like to receive a paper invoice, please contact us through your User Area.

6.17. Should the Services be suspended due to your fault for any reason, Fees will continue to accrue until the termination or expiry of the term of this Agreement.

6.18. If you believe there is an error on your invoice, you must immediately contact us in writing. We each agree to work together in good faith to resolve any billing disputes. If you contact your credit card company and initiate a "chargeback" based on this dispute, we may suspend the Service(s) until the dispute is resolved. To reactivate your Service(s), you must first pay all outstanding Fees.

6.19. Refund requests are processed as set out in our Money Back Policy. We will apply any refund using the same means of payment as you used for the initial transaction, unless we

have expressly agreed otherwise. GT Media World, LLC is not responsible for delays to refunds caused by processing institutions or expiration of the original payment method.

6.20. With your prior consent we may process a refund as credit added to your Customer Account (GT Media World, LLC Wallet) to be used for future purchases and/or renewals of our Service(s). GT Media World, LLC Wallet amounts can be reimbursed upon your explicit request.

## **7. RENEWAL POLICY**

7.1. All our Services are by default set to renew automatically, with the exception of Reseller Shared Hosting accounts and upgrades. You can adjust the renewal settings and/or renew Services manually from the GT Media World, LLC User Area at any time before a Service is terminated.

7.2. All available Renewal Terms and the respective Renewal Fees are set out in your User Area. From time-to-time special promotions may be available only for manual renewal of your Services.

7.3. We will attempt to renew Services for which automatic renewal is enabled and charge the then current Renewal fee(s):

- five days prior to expiration of the current Term for Cloud and Dedicated Server Services as well as Services on a monthly/quarterly billing cycle;
- fifteen days prior to the expiration of the current Term for all other Services.

7.4. If we cannot process a renewal at the scheduled date, we may make additional attempts to charge your payment method(s) until you renew the Service(s) or terminate the Agreement. We will always charge for renewal the primary payment method on file first. Should the primary payment method fail, we will retry billing any other payment methods on file in the order listed in your User Area. We are not responsible for the operation of the Service(s), if Services are suspended/terminated because your payment methods have expired or are no longer valid for any reason.

7.5. You acknowledge and agree that even if a Service is set to renew automatically and/or you have an active payment method on file, we might not be able to renew the Services. It is your responsibility to ensure that you have paid the fees and a renewal has been processed.

7.6. You acknowledge and agree the Service(s) shall be terminated upon expiry of the term, unless you activate the automatic renewal option or manually renew the term of the Service(s). You agree that GT Media World, LLC shall not bear any responsibility and liability for any damages whatsoever including, but not limited to, damages for lost profits, cost savings, revenue, business, data or use, or any other pecuniary loss by you or any other third party, if we are unable to charge your payment method on file or you fail to renew the Services manually.

## **8. MONEY BACK POLICY**

8.1. If you no longer need a Service you have purchased or are unsatisfied with its performance, you can cancel it at any time. We recommend that cancellation requests are posted through your User Area.

8.2. Our Money Back Policy covers initial and renewal Orders for Shared Hosting and Cloud Services and most additional features we offer. For the initial period after an account is activated, we will issue a full refund for Shared Hosting Accounts and Services cancelled within 30 days from activation and for Cloud Accounts cancelled within 14 days of activation. For renewal fees we will issue a full refund, if cancellation is requested within 30 days from the date on which we receive payment for renewal and the renewal Term has not started. If the renewal Term has already started, we will refund the renewal fees less the fees due for the first month of the renewal Term. Refunds are processed within ten (10) business days after a Service is cancelled.

8.3. Reseller packages are eligible for a refund only if the complete Reseller package is cancelled/terminated within 30 days after your Customer Account is activated. The Money Back Policy does not apply to termination of individual accounts in a Reseller package.

8.4. Services that are tailor-made to you, are not covered by our Money Back Policy. These include Domain name registrations, Dedicated Server Services, SSL certificates, Paid support services, including Backup Creation and Backup Restore, and third-party Services. In any case, domain name fees are not refundable and may be due upon cancellation even if waived initially as part of a special promotion.

8.5. To the maximum extent applicable under national law and without affecting your rights as a Consumer, the Money Back Policy is your sole and exclusive remedy should you decide to withdraw from this Agreement.

## **9. UPGRADE/DOWNGRADE OF SERVICES**

9.1. You can choose to upgrade or downgrade the Hosting Services at any time.

9.1. All available Upgrade options are listed in your User Area and are subject to the fees set out on the respective Product Pages (Upgrade Fee). Upon upgrade to a Shared Hosting Service, the Upgrade Fee covers the difference in fees between the two plans. Upon upgrade to a Cloud or Dedicated Hosting Service you will have to select a new Term and any pre-paid amounts remaining from your previous Service will be prorated and applied as an extension to your new Term.

9.2. You can choose to upgrade the usage for your Cloud Services by purchasing additional resources or by activating the auto-scaling feature. You will need to create an auto-scale event from your User Area. Whenever an event occurs, the additional resources you selected will be automatically applied to your Cloud Service(s) and we will automatically charge you the respective service fees for a Term of one month.



9.3. Resources that are not renewed will be scaled down upon expiration of their Term. Scaling down the RAM of Cloud Services requires reboot of the equipment and results in downtime.

9.4. You can choose to downgrade your Service(s) only if:

- your Service was not previously upgraded from that plan because it had exceeded the parameters of that plan; and
- your Content does not require Server setup different from the standard Server setup. Different Server setup includes, but is not limited to, space size, installation of special PHP or Perl modules, open special ports, different MySQL versions, and/or SSH access.

9.5. You can request a downgrade through our HelpDesk. We may refuse to process your request if your account does not meet the conditions for a downgrade or if in our reasonable opinion the new plan is not suitable for your website. Any additional or free Services that are not included in or are not compatible with the new plan will be terminated. Upon downgrade we will prorate the difference in Fees between the two plans for any full months remaining from your Term, and will apply that as extra time to your new plan. If no full months remain, your Service will keep its current Term.

## **10. CUSTOMER ACCOUNT**

10.1. If you are a new customer, upon purchase of our Services we will create a Customer Account for you. Your Customer Account contains your personal details and grants you access to our User Area where you can access, review, update and manage your Services, payments and contact information.

10.2. If you purchase Services on behalf of another person or entity, you warrant that you will administer their Customer Account in good faith and in their best interest, and will indemnify us against all losses and liabilities sustained by us should you administer the Account in ways that are adverse to the End User and result in any claim against us.

10.3. Login to the User Area requires the use of username and password. You agree not to use the account, profile, username, or password of another user at any time. You will be solely responsible for the security of your login credentials. You shall keep all passwords confidential and take security measures to prevent unauthorized access to them. For security purposes, GT Media World, LLC highly recommends that you keep different passwords for different Customer Accounts and service providers, refrain from using any functionality that saves or stores your login credentials and regularly update your password.

10.4. As an additional security measure, you may set up two-factor authentication (2FA) for your User Area. Follow the instructions in your User Area in order to enable/disable 2FA. If you choose to install and use a 2FA application on a device (e.g. phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk.

10.5. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party, and for keeping your Account password secure. You shall notify GT Media World, LLC immediately of any breach of security or unauthorized use of your Account to the following email address: [privacy@gtmedia.world](mailto:privacy@gtmedia.world).

10.6. You are responsible for providing and maintaining true, current, complete and accurate information. If you fail to do so, we accept no liability in the event that we grant access to the account to another person.

10.7. For avoidance of doubt, the individual or entity whose personal data is listed in the 'My Details' section of the User Area is considered by us to be the owner of the account (Account Owner). Domain names are owned as set out in applicable ICANN rules. If you purchase a domain name on behalf of a third party, and a dispute arises regarding your administration of that domain name, you agree to pay all registration fees during the time the dispute is pending.

10.8. It is your obligation to ensure that you correctly indicate ownership of your account. If there is a dispute about ownership, the account may be locked until the parties to the dispute agree on a resolution, or until the matter is resolved judicially.

## **11. USE OF SERVICES. CUSTOMER RESPONSIBILITY**

11.1. You acknowledge and agree that your use of the Service(s) and any Content uploaded, stored, published and displayed on or through the Service(s) are in compliance with these TOS and all applicable laws, including laws of the jurisdiction where the Service or Content is uploaded, hosted, stored, accessed or used. You shall implement any restrictions necessary in order to prohibit use of the Services by any third party or in any jurisdiction, as required to comply with such laws.

11.2. You must ensure that each of your End users complies with these TOS, and to any policies and agreements that are incorporated by reference.

11.3. You may not upload, store, publish and display on or through our Service(s) any personal data, private or any other personally identifying information, images, videos of minors or any third party, without the consent of said party (or a parent's consent in the case of a minor). If you use the Services to upload, store, publish, display or otherwise disclose such information, you acknowledge and agree that you have obtained the prior consent of the said parties.

11.4. You shall not use our Service(s) for hosting websites for high-risk activities where the interruption or malfunction of the Services could lead to serious consequences, including but not limited to personal injury, death, environmental damage, etc. For such websites, you must receive confirmation from us that you can use the Services before submitting your Order. Examples of high-risk activities include but are not limited to nuclear facilities, air traffic control, life and health support, etc. Please refer to our Acceptable Use Policy for detailed information on the rules and guidelines for using our Services.

11.5. You are responsible to provide accurate and complete information about you and your organization (if you purchase on behalf of an organization) and promptly update all provided information. We shall not be liable for any errors or damages caused by any failure from your side to provide complete and accurate information.

11.6. You are responsible for all your activity related to the use of our Service(s) and the activity of any user who has access to your Customer Account and the Services.

11.7. You declare that (i) you have technical knowledge necessary to ensure the proper use, administration, management of our Service(s); (ii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the Services necessary to take advantage of them.

11.8. You acknowledge and agree that if you resell our Services or administer Services on behalf of others, you must ensure that each of your clients and/or End Users complies with these TOS. You understand and agree that you are responsible for all content uploaded, stored or transmitted on or through the Services and any acts or omissions of your clients or End Users that violate these TOS or the law.

11.9. When using the Services, you will ensure that neither you nor any of your End Users make use of the Server resources to GT Media World, LLC's detriment or that of other GT Media World, LLC customers.

11.10. You shall indemnify, defend and hold harmless GT Media World, LLC, and its respective officers, directors, shareholders, employees, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise directly or indirectly from your or your End Users' acts or omissions.

11.11. You must obtain all equipment necessary to access and use our Service(s). It is your responsibility to use equipment, software or applications which are compatible with our Service(s). When accessing or using our Services you may not use equipment and/or software which are faulty or with malfunctions that may cause security issues with our servers, damage the integrity of the network and/or vulnerability of the Service(s).

11.12. You are solely responsible for obtaining all intellectual property rights in the intellectual property of others, including, but not limited to, clearances and/or other consents and authorizations necessary to use the names, marks or any content, materials which are used by you on, or transmitted through the Services.

11.13. If you use any third-party software on the Services, you warrant to GT Media World, LLC that you are duly licensed to use the software, and that the license grants sufficient rights to GT Media World, LLC to provide the Services. You agree to provide us with such license(s) upon request. If you fail to provide reasonable evidence of licensing, GT Media World, LLC, at our sole discretion, may suspend the Services and/or terminate the Agreement with immediate effect.

11.14. You acknowledge and agree that GT Media World, LLC may periodically run a series of scripts (audit) on your Service(s) to determine what third-party software is installed on the Service(s) and how many Users have access to each piece of software. You authorize us to disclose the results of such audits to third parties. You shall indemnify GT Media World, LLC against any costs, claims, losses, damages, liabilities, demands and/or expenses including reasonable legal costs incurred and/or suffered as a result of any failure by you to be properly licensed in respect of use of third-party software.

11.15. You shall provide to GT Media World, LLC, at your cost, any information, resources or facilities reasonably requested by GT Media World, LLC for the delivery of the Service(s) and, where necessary, ensure that your employees, contractors and other suppliers cooperate fully and promptly with GT Media World, LLC to such aim.

11.16. Any instructions supplied by you to GT Media World, LLC must be complete and accurate and clearly legible. We shall not be liable for any errors caused by any failure from your side to provide complete and accurate information. It's your obligation to follow our instructions and to cooperate with us for the proper provision of our Services.

11.17. You acknowledge and agree not to make any modification or alteration of any part of our Service(s) or related technologies.

11.18. You acknowledge and agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, or services contained on our Site, except where explicitly authorized by us.

11.19. You acknowledge and agree that any information, articles, tutorials, guidelines or technical support advice may be provided by us only for your convenience and do not constitute official statements.

11.20. You are responsible to make backup copies of all your content uploaded, stored, published and displayed on or through our Service(s) in a location independent of ours, and will not use our Backup Services as your sole backup.

## **12. USER CONTENT. MONITORING OF USER CONTENT**

12.1. You may upload, store, publish, display and disclose information, text, files, emails, images, designs, graphics, photos, videos, sounds, software and other content on or through the Services ("User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or disclosing User Content on or through the Services, you represent and warrant to GT Media World, LLC that (i) you have all necessary rights to display and disclose such content, and (ii) your posting or disclosure of User Content does not violate the rights of GT Media World, LLC or any third party.

12.2. Solely for purposes of providing our Services, you hereby grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable right and license to: (i) use, modify, publicly perform, publicly display, reproduce, excerpt (in whole or in part), publish, distribute User Content, including to make back-up copies of User Content and User Websites without any payment. Except for the rights expressly granted herein, GT Media World, LLC does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

12.3. GT Media World, LLC shall not exercise control over and accepts no responsibility for User Content or any other information passing through our Services. GT Media World, LLC may monitor User Content, but is under no obligation to do so. If you or your End Users post or publish any material in violation of these TOS, or otherwise violate these TOS, in order to resolve the issue GT Media World, LLC reserves the right to review your Content and immediately take any corrective action, including without limitation removal of part or all of the User Content or User Websites, suspension or termination of any and all Services with no refund. You hereby agree that GT Media World, LLC shall have no liability due to or arising out of any corrective action that GT Media World, LLC may undertake.

### **13. TECHNICAL SUPPORT**

13.1. Technical support services:

13.1.1. We provide technical support for issues related to functionality of any Service(s) and features purchased from us. Our technical support is available for all customers and is provided on an as-is, on available basis.

13.1.2. We aim to deliver support in a fast and efficient manner, however, we cannot guarantee that all inquiries will be handled within the statistical averages advertised on our site.

13.1.3. You may request technical support through our Technical Support page. Technical support will be provided via our ticketing system.

13.1.4. If you request technical support, you agree that we may have full access to your Services and/or Content. It is your obligation to perform and store a backup of your data and files prior to requesting technical support. You are solely responsible for any instructions you provide to us as part of your technical support request. You understand and agree that any modifications we perform in order to address your technical support issue may affect the functionality of your website and/or Services. It is your responsibility to ensure that your website is operational and the Services are configured to your needs once we complete work on your request.

13.1.5. If your request for technical support exceeds that of similarly situated customers or is outside the scope of our free technical support, we reserve the right to deny service related to such request.

13.1.6. To the maximum extent applicable under national law and without affecting your rights as a Consumer, all technical support is provided as-is and is subject to the disclaimers of warranties and limitation of liability set out in these TOS. While we use reasonable efforts to provide technical support in a timely and professional manner, we cannot guarantee the result you expect or that an issue might not occur again. We retain the right not to process your technical support request(s), if: (i) you violate these TOS; (ii) you are abusive towards our employees or subcontractors; (iii) the need for Technical Support Services is due to any modification or attempted modification of the Services made by you or any third party outside of GT Media World, LLC's control, or your failure or refusal to implement changes recommended by GT Media World, LLC. We may refuse to perform any request that requires changes not compatible with the Services or not related to them or that might create a security risk or deteriorate their performance.

## 13.2. Scope of free technical support

13.2.1. We provide free technical support for issues related to our hosting platforms and features:

- Issues related to the functioning and functionality of any of our Services, including issues you report related to the uptime and stability of our Services;
- Issues related to the proper functionality of GT Media World, LLC User Area, including tools and features provided by GT Media World, LLC, such as auto-update services, caching, staging, integration for currently supported SSL certificates, daily backup, control panels, CDN and other;
- Assistance related to settings and proper usage of the tools and features provided by us;
- Inquiries related to the registration, renewal, and transfer of domains to us, DNS or WHOIS updates. For issues related to domain transfer from GT Media World, LLC to another hosting provider or registrar, our support is limited to make sure the domain is transferable per the requirements for the respective domain extension.

## 13.3. Issues outside the scope of free technical support

13.3.1. Certain issues are outside the scope of our free technical support:

- Issues related to the installation of third-party scripts/applications not provided by GT Media World, LLC;
- Website related inquiries such as coding issues, database optimizations, benchmark tests, installation of new software on the server, changing the current setup of your servers, etc.;
- Issues related to web design, web development and/or customization;

- Inquiries related to the functioning of scripts, optimizations, SEO services, themes or extensions;
- Website security audits and malicious code clean-up issues.

13.3.2. If you request technical support for issues outside the scope of our free technical support services, we may provide you with assistance at our own discretion, subject to availability and additional fees. We will inform you, and receive your consent, prior to charging you for technical support. Fees for technical support must be paid in advance.

## **14. BACKUP SERVICES**

14.1. You acknowledge and agree that it is your responsibility to regularly back up all your Content in order to prevent potential data loss. We will use commercially reasonable efforts to back up data stored on your Hosting account. We will not back up files containing temporary or transient data which cannot be restored in a useful state.

14.2. You agree that you will keep independent backup copies of your Content in addition to those we maintain. If you use our Backup Services, you acknowledge and agree that due to technical reasons a backup copy may not be available for restore upon your request. Examples of technical reasons include but are not limited to excessive number of files in the backup, backup software failure, storage failure or corrupted backup files.

14.3. We keep a limited number of backup copies of your account as set out on the respective Product Page. If you upgrade/downgrade the Services, we may delete old backup copies created on your previous plan and start new backups of your data.

14.4. We may host your account and the backups of your data in different datacenter locations. You acknowledge and agree that for service provisioning purposes, your backups may be stored on servers in a different state, country or continent and in case of emergencies may be restored on servers outside your data center location of choice. In case of offsite data transfer to different locations all applicable data protection regulations and arrangements in our [DPA](#) will be followed.

14.5. You agree to notify us through your User Area in case the Backup Service malfunctions and allow us reasonable time to resolve the issue. In the event that you are not satisfied with the outcome of any Backup Restore, it shall be your obligation to restore your files and data from your own backup. If we provide data to you from a backup, it will be provided as raw data, and you may be required to reformat that data so that it reflects a prior configuration or use. If you purchase Backup Services from us, our only obligation is to restore your data from a backup copy.

14.6. To the maximum extent applicable under national law and without affecting your rights as a Consumer, our Backup Services are provided “as-is” and are subject to all limitations of liability set out in these TOS.

## **15. GT MEDIA WORLD, LLC CONTENT. INTELLECTUAL PROPERTY RIGHTS**

15.1. GT Media World, LLC retains ownership of all intellectual property rights related to the provisioning of the Service(s). GT Media World, LLC grants to you a non-exclusive, non-transferable limited license to access and use the Service(s) during the Term or any Renewal Term. All trademarks, product names, services, software, script, source code, content, photos, graphics, videos on our website, logos or slogans (“GT Media World, LLC’s content”) used by GT Media World, LLC are owned by or licensed to GT Media World, LLC. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store GT Media World, LLC’s content for purposes other than using our Services, without our express prior written consent.

Unless otherwise set out in these TOS, you own all right, title and interest to the information you place on our servers pursuant to the Services. If you submit feedback to us concerning your idea and suggestions related to the Services, we shall have the right to use that information to improve our business processes. You have no right to any intellectual property that is based on an improvement to our business based on this feedback.

15.2. You are welcome to provide us with a written or verbal testimonials of our Services in connection with your use of the Services. You acknowledge and agree that we may, at our discretion, use the testimonial to promote our Services online and in social media. Further to our use of your testimonial, you hereby agree and give your consent to GT Media World, LLC to publish your name, voice or likeness, profession, website, video and/or contact information in connection with the publication of the testimonial. If you would like to withdraw your consent, please send your request to [privacy@gtmedia.world](mailto:privacy@gtmedia.world).

## **16. THIRD PARTY LINKS**

16.1.1 Our site and Services may contain link(s) to other websites operated by or with content provided by third parties. You understand and agree that GT Media World, LLC has no control over any such third-party websites or their content and will have no liability arising out of or related to your use of any third-party websites or their content. GT Media World, LLC shall not bear any responsibility for any legal documents (agreements, terms and conditions, policies and etc.), content and practice of any third-party websites. The existence of any third-party links does not constitute endorsement of such websites, their content, or their operators. GT Media World, LLC includes these links only for your convenience.

16.2. You acknowledge and agree that third-party links on our website may contain affiliate tracking and GT Media World, LLC may collect a share of sales or other compensation from such links.

## **17. WARRANTIES**

To the maximum extent allowed by applicable law and without affecting your rights as a Consumer, you acknowledge and agree that the Services are provided by GT Media World, LLC as-is and you assume all risks and liabilities arising from or relating to your use of and reliance upon the Services, and that GT Media World, LLC makes no representation or warranty with respect thereto. GT Media World, LLC hereby expressly disclaims all



representations, warranties and conditions regarding the Services, whether express or implied, including any representation or warranty in regard to quality, performance, non-infringement, commercial utility, merchantability or fitness of the services for a particular purpose. In addition, GT Media World, LLC expressly disclaims any express or implied obligation or warranty of the Services, that could be construed to require GT Media World, LLC to provide Services in such a manner to allow the Customer to comply with any law, regulation, rule or court order applicable to the actions or functions of the Customer. Without limiting the generality of the foregoing, we do not warrant that the Service(s) will meet any or all of your needs; will operate in all of the combinations which may be selected for use by you; or that the operation of the Service(s) will be uninterrupted, error-free or completely secure. No GT Media World, LLC employee, supplier or subcontractor is authorized to make any warranty on our behalf and if they make such warranties GT Media World, LLC shall not be bound by them.

## **18. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, and without affecting your rights as a Consumer, you agree that you will not under any circumstances, including negligence, hold GT Media World, LLC, its officers, directors, employees, licensors, agents, subcontractors and/or third party service providers liable for any direct or indirect damages of any nature and type suffered by the Customer of third parties, including, but not limited to, damages for loss of profits, cost savings, revenue, business, data or use, or any other pecuniary loss that may result from: delays, malfunctions, suspension and any other interruption in the provision of the Service(s) due to events beyond our reasonable control (for example: force majeure, third party conduct/acts, including GT Media World, LLC's licensors and suppliers, faults and malfunctions of the machines, software and other equipment, whether owned by us or our licensors/suppliers; acts and/or omissions made by Customers and in contrast with the obligations undertaken under these TOS); data loss due to hardware or software failure; any information, data, content in or accessed through the Services; any action, information or instruction provided as part of our technical support Services; your use of the Service(s). You agree that the foregoing limitations apply whether based on warranty, contract or tort or any other legal theory and apply even if we have been advised of the possibility of such damages. In no event, we will be liable to you in the aggregate with respect to any and all breaches, defaults, or claims of liability under these TOS or under any other agreement or document for an amount greater than the fees actually paid by you to us for the respective Service(s) during the twelve-month period preceding a claim giving rise to such liability. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions, our liability will be limited to the extent permitted by law and your rights as a Consumer will not be affected.

## **19. INDEMNITY**

You acknowledge and agree to indemnify, defend and hold harmless GT Media World, LLC defend, fully compensate us, our affiliates, subsidiaries, parent and related companies, licensors and any third-party service providers and each of their respective officers,

directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to: (i) your use of the Services; (ii) any violation by you of these TOS, our policies or documents which are incorporated herein, or any law; (iii) any breach of any of your representations, warranties or covenants contained in these TOS; and/or (iv) any acts or omissions by you. The terms of this section shall survive any termination of these TOS. For the purpose of this clause only, the term "you" as set out in subparagraphs (i) through (iv) includes you, End Users, visitors to your website, and users of your products or services. The terms of this Article shall survive the termination of the Agreement.

## **20. TERM AND TERMINATION**

20.1. The Term for each Service you purchase shall be set out on the Order. The Term may be extended as described in our Renewal Policy or may be terminated as described below. For avoidance of doubt, "Term" shall include the initial Term and any Renewal Term.

20.2. You may terminate a Service at any time through the User Area (Cancellation Request). We will send you an email confirmation to acknowledge your completion of the Cancellation Request (Cancellation Confirmation). If you fail to complete all steps of the Cancellation Request, or if you fail to use a Cancellation Request to terminate the Services, the Services will not be terminated, and Fees will continue to be charged. You must follow this procedure in order to terminate each Service. Once you complete a Cancellation Request, we will process it and issue a refund, if applicable, as set out in our Money Back Policy.

20.3. If you are a Consumer, you have the right to withdraw from this Agreement, informing us of your decision to withdraw through the User Area (Cancellation Request) or by means of a clear declaration (e.g. a letter sent via post, fax or email). You can also use the model withdrawal form enclosed below, which - however - is not mandatory.

20.4. You acknowledge and agree that any domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any applicable rules or policies, including, but not limited to: (i) the UDRP; (ii) any ICANN adopted policy; (iii) any registrar or registry administrator procedures; or (iv) any other ccTLD registry administrator procedures.

20.5. Without prejudice to the provisions laid down in other clauses of these TOS, GT Media World, LLC shall be allowed to terminate this Agreement with or without notice with immediate effect if (i) you fail to pay any fees due; (ii) you breach these TOS, our Acceptable Use Policy or any other policy incorporated herein by reference, or any law and fail to cure that breach within 48 hours after receipt of written notice; (iii) you repeatedly infringe any policy incorporated herein or announced on our website; (iv) in case of any action and/or omission, failure and/or malfunction caused by you or your End User(s) which damage GT Media World, LLC servers and facilities or the servers and facilities of other network hosts or

Internet users; (iv) you disclose false or misleading allegations that may negatively impact our reputation and (v) transfer all or part of your obligations and/or rights under this Agreement to third parties, without our prior written consent.

20.6. GT Media World, LLC may also terminate this Agreement by fifteen (15) days written notice as of the date of its receipt if (i) according to GT Media World, LLC's reasonable opinion, you do not have basic technical knowledge to use the Service(s) without excessive ongoing technical support; (ii) GT Media World, LLC determines in good faith that continued provision of the Service has become unfeasible for technical, legal, regulatory, economic or any other material reason.

20.7. GT Media World, LLC may discontinue provisioning of certain Service(s) or terminate this Agreement, if a third-party ceases to make components of the Service available to us.

20.8. It is important to understand that certain Services are bundled together. As a result, termination of the Services that provide hosting (Hosting Account) may result in immediate termination of multiple aspects of the Services. Upon termination any information, data, content and files stored by you on our server shall be deleted. We may keep backup data for terminated Services for up to sixty (60) days after termination and provide you with access to that data upon request and subject to availability. IP addresses and server space are recycled. It is your obligation to ensure that you arrange to migrate your website(s) or content off our servers and relinquish use of the IP address assigned to you in connection with the use of our Service(s) prior to termination. We have no obligation to provide any Service(s) to you including forward of email(s) following termination.

#### 20.10. Model Withdrawal Form

If you wish to withdraw from this Agreement, please fill in the form below and send it back to us:

"To

GT Media World, LLC

with registered address: 165 North Jefferson Ave

Sarasota, FL 34237 USA.

I/we (\*) hereby withdraw from the agreement concluded by me/us (\*) on the purchase of the following goods (\*) / the rendering of the following services (\*):

Ordered on (\*) / received on (\*):

Name(s) of the consumer(s):

Address of the consumer(s):

Signatures of the consumer(s) (only in case of notification on paper)

Date

(\*) Delete as applicable.”

## **21. COMPLAINTS**

21.1. If for any reason you are not satisfied with our Services, you may send your complaint to us via: (1) email at [compliance@gtmedia.world](mailto:compliance@gtmedia.world), or (2) opening a support ticket, chat through the HelpDesk in your User Area, or (3) registered mail to the following address: GT Media World, LLC, 165 North Jefferson Ave, Sarasota, FL 34237 USA.

21.2. You may have the option to escalate a chat or support ticket to a Supervisor/Manager. You should include any tracking numbers or other references from your previous correspondence with us in order to be able to recover the full history of your complaint.

21.3. We will take care to review, investigate and respond to any complaint(s) fairly and thoroughly. All complaints must be in writing and clearly indicate the name and contact details of the complainant. If you have relevant documentary evidence to support your complaint, it should be enclosed to the complaint. Evidence submitted should be as concise as possible and relevant to the complaint.

21.4. Complaints made over the phone shall be recorded, but wherever possible, should be confirmed in writing. Anonymous complaints will not be reviewed.

21.5. When you submit a complaint, GT Media World, LLC will acquire any and all personal data included in the complaint. In order to follow up on your complaint, GT Media World, LLC may need to provide your complaint enclosed with evidences to a person subject of the complaint and third parties as consultants and subcontractors. GT Media World, LLC shall process all personal data included in the complaints in compliance with our Privacy Policy.

21.6. GT Media World, LLC will review the complaint and will provide a written answer within 10 (ten) business days from receipt of the complaint. If the complaint requires more detailed investigation, you will receive an interim response describing what is being done to deal with the matter, and when you can expect a final reply.

## **22. DISPUTE RESOLUTION. JURISDICTION**

22.1. In the event of any dispute, controversy or claim arising out of or related to this Agreement, you and GT Media World, LLC shall use reasonable effort to settle such disputes or differences. To this effect, we shall consult and negotiate each other with the aim to reach a solution satisfactory to each Party.

22.2. You agree that the Courts of Florida, USA shall have the sole jurisdiction over all disputes and other matters relating to the execution, interpretation, enforcement and termination of this Agreement or any other document entered into by the Parties related thereto. All disputes and other matters relating to the interpretation and enforcement of these TOS as well as any other document entered into by the Parties shall be governed by the laws of United States of America.

22.3. Based on Regulation No. 524/13/EC, if you are a Consumer, you have the right to use the internet platform for the Online Settlement of Disputes between Entrepreneurs and

Consumers (“OS-Platform”), established and operated by the EU Commission. The OS-Platform can be accessed at the following web page: <http://ec.europa.eu/consumers/odr/>. The internet platform for the Online Settlement of Disputes is applicable only for the Consumers.

## **23. NOTICES**

23.1. We will send notices to you using the contact information in your Customer Account. We may send you notices by email, a ticket in our HelpDesk or a notice posted in your User Area. We have no responsibility for notices not delivered due to outdated or inaccurate contact information.

23.2. Any notices to us related to issues governed by our Privacy Policy shall be addressed to us at [legal@gtmedia.world](mailto:legal@gtmedia.world) or to our Data Protection Officer who can be reached at [privacy@gtmedia.world](mailto:privacy@gtmedia.world).

23.3. You may send us notices, requests, claims, consents, waivers, demands or any other communication related to this Agreement by (i) opening a ticket through the HelpDesk in your User Area; (ii) email; (iii) first-class mail; or (iv) internationally recognized courier.

Please address your notices to:

GT Media World, LLC

with registered address: 165 North Jefferson Ave

Sarasota, FL 34237 USA.

Email: [legal@gtmedia.world](mailto:legal@gtmedia.world)

23.4. Notice shall be considered duly given and effective: (i) if sent by ticket, on the date the ticket is recorded in the HelpDesk; (ii) if sent by email, on the day when received in the designated email account; (iii) if sent by first-class mail, on the date of delivery by the appropriate postal service; (iv) if sent by internationally recognized courier, on the date of delivery by such courier.

## **24. GENERAL PROVISIONS**

24.1. Applicable law. This Agreement will be governed by and interpreted in accordance with the laws of United States of America.

24.2. Waiver. If at any time during the term of this Agreement we fail to insist upon strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any term of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated by you in writing.

24.3. Assignment. Successors. You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without our prior explicit written consent. Any assignments in violation of the foregoing shall be null and void and of no force or effect. You acknowledge and agree that GT Media World, LLC may assign its rights and obligations under this Agreement, and may engage subcontractors in performing its duties and exercising its rights hereunder, without your further explicit consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees.

24.4. Independent Contractors. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

24.5. Severability. If any one or more of the provisions contained herein or of the applicable policies of GT Media World, LLC shall, for any reason, be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of this Agreement and the policies announced on our site shall not be affected.

24.6. Force Majeure. With the exception of Customer's payment obligations, neither Party will be responsible for any interruption, delay or other failure to fulfill any obligation under this Agreement resulting from acts of God, storms, flood, riots, fire, acts of civil or military authority, war, terrorism, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions or other acts or causes reasonably beyond the control of that Party.

In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give to the other Party notice of suspension as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of such obligations as soon as reasonably practicable upon the cessation of such Force Majeure and its effects.

During a Force Majeure event, you shall be entitled to seek an alternative hosting provider at your own cost with respect to the affected Services. If a Force Majeure event continues to exist for more than twenty (20) consecutive days, each Party shall be entitled to terminate the Agreement for affected Services.

## **25. CHANGE OF TOS**

GT Media World, LLC may modify these TOS at any time with immediate effect. We will inform you about modifications to the TOS by email and via notices in your User Area. GT

Media World, LLC shall not be liable for your failure to receive an email notification due to an inaccurate email address.

If you do not agree to the changes in the TOS, you must suspend use of the Services and terminate this Agreement within ten (10) business days of receiving notification from us.

To the extent permitted by applicable law, continued use of the Services after you have received a notice for changes to the TOS will be considered as acceptance of such changes and in force in the agreement between the user and GT Media World, LLC, unless you have sent us a termination notice.

Where the change in Terms is required by law or related to the addition of a new service, extra functionality to the existing Service(s) or any other change which neither reduces your rights nor increases your responsibilities, the TOS will be changed without prior notice to you and shall have immediate effect.

No clarification or explanation of the Terms provided by the Parties will have the power to modify the provisions of these TOS.

## **26. Survival.**

Articles 5, 11.10., 14.6., 17, 18, 19, 22, 23, 24.1., 24.5 and 26 shall survive the termination of this Agreement.

## **APPENDIX A - LINKS TO THIRD-PARTY SERVICES**

These TOS incorporated by reference the Terms of Service of the third-party Service providers listed below.

- WEEBLY SITEBUILDER - <https://www.weebly.com/terms-of-service> ;