

This Terms of Service (TOS) agreement is an agreement between Honeywick ("Honeywick", "us", "we", "our") and you ("customer", "client", "member", "you", "your", "they"). Use of any Honeywick services constitutes acceptance and agreement to this Terms of Service (TOS) agreement as well as the Honeywick Acceptable Use Policy (AUP), and Privacy Policy. Our Data Processing Addendum under the European General Data Protection Regulation (GDPR) also forms part of the TOS.

Honeywick reserves the right to terminate this TOS for any reason or no reason. Honeywick reserves the right to refuse service to anyone.

SERVICE

The features and details of the Services governed by this TOS are described on our website at "honeywick.com". Throughout this TOS, the aspects of the Services provided to you by Honeywick, are referred to together as the "Service." Certain parts of the Service may be provided by third party vendors. These third parties may have reserved the right to make changes, including material changes, to their products and incorporated into our Service. If a third party makes a change to its products, you may not terminate this TOS based on such a change, even if it materially affects the Service.

NOTIFICATION OF VIOLATION

If you believe that this AUP is being violated, you may report this issue to support@honeywickhosting.com. Please note that we require full details and the identification of the portion of this AUP that is being violated, and furthermore, we do not review anonymous reports. Your notice must contain your first and last name, a valid e-mail address and telephone number.

SERVICE CHANGES

Honeywick reserves the right to amend its service offerings and add, delete, suspend, or modify the Service and Service fees at any time at its sole discretion, and reserves the right to determine whether and when any such changes apply to both existing and future customers.

TERM

Honeywick offers three billing cycles for hosting charges: two-year, one-year or three-month billing periods. In choosing a billing cycle, Customer agrees to a term contract for Honeywick

Service for a period equivalent to their billing cycle. Two-year, one-year and three-month contracts automatically renew in perpetuity after 24 months, twelve (12) months and three (3) months, respectively for the same contract period unless the Service is canceled by the Customer or the billing cycle is changed. If the billing cycle is changed, then the contract is automatically renewed each term in perpetuity at the new billing cycle unless the Service is cancelled by the Customer or if the billing cycle is changed.

SERVICE FEES

The date of the initial online order for Honeywick Service will set the Account monthly Billing Date for all future billings. Some adjustments of the Billing Date will be performed should the online order date occur on the 29th, 30th, or 31st of the month. Services are provided on a prepayment basis and fees for services will be billed on the Billing Date of the specific billing cycle of the Service. All fees are fully earned when due and non-refundable when paid. Customer agrees that Honeywick will charge all Service Fees to the credit card supplied by Customer. All payments shall be made in US Currency. The Service Fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services or any software provided hereunder. If applicable, all taxes will be paid by the Customer.

30 DAY MONEY BACK GUARANTEE

If Customer terminates this Agreement within 30 calendar days of the order's initial sign up date and they request immediate termination, they will receive a full refund of the hosting Service Fees paid when setting up the account. Setup fees, new domain name registration fees purchased by Customer are not refundable. If Customer requests termination at the end of the first 30 days, then there will be no refund. This Money Back Guarantee does not apply to the renewal term or plan/period changes. Customers can submit account cancellation requests through the control panel site manager and select immediate termination or termination at the end of the first 30 days.

If Customer has purchased or received one or more discounted or complimentary Honeywick services with their hosting plan, Honeywick reserves the right to charge Customer for the full retail price of those services upon termination for refund. Honeywick purchases these services from third parties and does not have the ability to cancel them until their term ends.

ONE TIME FEES

Any one time fees are due and payable at the time they are incurred and are non-refundable.

DOMAIN NAME REGISTRATION

Under this TOS, the Customer has the option, through the Order Form or as part of service activation within the Control Panel, to request Honeywick to register a new domain name on behalf of the Customer. Customer understands and acknowledges that Honeywick is not a Domain Registrar and that Honeywick will register new domain names through a Domain Registrar partner selected by Honeywick. Customer understands that the domain registration process requires Honeywick to pass Customer Information to the Domain Registrar partner and such information may become public information. Honeywick will not be responsible if a domain name is not available for any reason. Honeywick will not be responsible for any infringement of any third party rights caused by its domain registration on behalf of Customer. For such new domain name registrations, Customer shall comply with the then current Domain Registration Agreement, ICANN Uniform Domain Name Dispute Resolution Policy posted at <https://www.icann.org/dndr/udrp/policy.htm>, and Registrant's Benefits and Responsibilities Under the 2009 Registrar Accreditation Agreement posted at <https://www.icann.org/en/resources/registrars/registrant-rights/benefits>. ICANN also provides Registrant educational materials at <https://www.icann.org/en/resources/registrars/registrant-rights/educational>.

Honeywick will automatically renew domain names that we register on behalf of the Customer for one year, unless Customer deselects the Domain Auto-Renew service. If the customer deselects the Domain Auto-Renew service, the customer will receive an email to notify them of their upcoming domain expiration date and there will be alerts in the Control Panel domain section. The customer must then renew their domain through the Honeywick billing control panel.

If the domain name expires, the domain name will become inactive and will enter a grace period. The customer can renew their domain after its expiration through the Honeywick control panel during the grace period. If the domain has expired and passes the grace period, the domain name enters the redemption period and the customer must contact Honeywick billing department to renew. If the customer desires to obtain rights to the domain name that is in the redemption period, the customer will be charged \$200 (\$300 for .store domain) to reclaim their rights to the domain name. If the domain is beyond the end of the redemption period, the customer understands that Honeywick can no longer renew the domain name.

ACCOUNT UPDATER SERVICES

Honeywick may participate in Account Updater Services supported by your payment card provider. With this program, your card provider may notify Honeywick of any changes to your card number or expiration date. In accordance with the program, if Honeywick is notified of any changes, we will update your payment information on your behalf. Honeywick makes no guarantee that we will request or receive any updated card information.

SERVICE CREDITS

Should any service credits be issued to the Customer account, they will be used to offset hosting fees assessed in the future. Service credits are not cashable and cannot be transferred to other accounts.

FRAUD PREVENTION

Honeywick uses various technologies to screen orders for fraud prevention. Each order for new Service is subject to our fraud prevention screening. Honeywick is not obligated to provide Service to Customer until Customers comply with all fraud prevention program requests. Any unfulfilled requests may result in account suspension and/or account cancellation. Customers may still be responsible for any Third Party Service that they may subscribe to. Honeywick is not responsible, and Customer agrees to hold Honeywick harmless from, any liability or damage that Customer or any third party may sustain, should Customer fail to meet the criteria of the fraud prevention controls.

CANCELLATION

If Customer wishes to cancel Service for any reason, the Customer must log into their [Billing Control Panel](#) and use the Close Site link to cancel Service of a particular Site. Cancellations are effective at the end of the current billing period (Cancellation Date). For security and privacy, all customer files, data, and e-mail remaining on Honeywick servers after the cancellation date will be destroyed and unrecoverable. It is the Customer's responsibility to backup their files and data and download their e-mail prior to requesting Cancellation. Honeywick is not responsible, and Customer agrees to hold Honeywick harmless from, any liability or damage that Customer or any third party may sustain, should customer files and data be destroyed after site cancellation.

REFUNDS AND DISPUTES

All Honeywick services are non-refundable. Customers seeking to resolve any billing errors are required to open a billing ticket through the [Support Portal](#).

The Customer agrees not to issue chargebacks for any credit card payments. A chargeback of payment for services rendered will result in an additional charge of \$190.

NON-PAYMENT

All payments are due in full on the Billing Date. Failure to remit payment for services on the Billing Date is a violation of this TOS. Failure to remit payment for ten (10) consecutive days, including the Billing Date, shall result in a suspension of public access to Customer services. Failure to remit payment for services within twenty-five (25) consecutive days, including the Billing Date, shall result in termination of access to the service network and all services shall be reclaimed. All Customer files and data remaining after twenty-five (25) days of non-payment will be destroyed and unrecoverable for security and privacy reasons.

CPU USAGE

Customer agrees that they will not use excessive amounts of CPU processing on any of Honeywick's servers. Any violation of this policy may result in remedy action by Honeywick, which may be taken in Honeywick's sole discretion with or without notice.

BANDWIDTH AND DISK SPACE USAGE

For Honeywick Basic, Customer agrees that bandwidth and disk space usage shall not exceed the number of gigabytes per month ordered by Customer or similarly situated Customers. For all plans, Honeywick will monitor Customer's bandwidth and disk space usage. For your convenience, a Resource Usage meter is provided in the Control Panel. Honeywick shall have the right to take remedy action if Customer's bandwidth or disk space usage exceeds the Agreed Usage or if usage does not adhere to Honeywick's Acceptable Use Policy (AUP) or Unlimited Policy.

SYSTEM AND NETWORK SECURITY

Customer is prohibited from violating or attempting to violate or circumvent the security of the Honeywick Network. Violations of system or network security will result in civil or criminal liability. Honeywick will investigate any such violations and will cooperate with law enforcement authorities in prosecuting any Customer who is involved in such violations.

CUSTOMER CONTENT

Customer Content will include content uploaded to, submitted to, stored on or distributed by Customer via Honeywick Services. Customer Content also includes content of users of Customer's website and materials as well as content provided by third parties. Customer will be solely responsible for the development, operation, and maintenance of Customer Content.

REMEDY ACTION

Honeywick may take remedy action with or without notice, which may result in the following: a) removal of all or a portion of the Customer Content, b) disconnection or discontinuance of any and all Services, or c) termination of this Agreement in the event of i) violation of our AUP, ii) notice of violation by Customer of this TOS, iii) non-payment, or iv) chargeback. Customer agrees that Honeywick will have no liability to Customer due to any Remedy Action that we may take. Customer also agrees that Honeywick will not provide any refunds of any fees paid by Customer prior to Remedy Action. In the event of Remedy Action against Spamming Activities or Internet Abuse, Honeywick will charge the customer a \$500.00 clean up fee.

TERMINATION FOR VIOLATION

We reserve the right to immediately suspend the Service and/or terminate this TOS: (i) for a violation of any of our policies, including those incorporated by reference; and/or (ii) your failure to pay any amounts due. This right of termination is without prejudice to any other rights we may have. You are not entitled to any type of notice or protest should we decide to exercise these rights, nor will you receive a refund of any Fees.

USE OF THE SERVICES

Your use of the Services must be reasonable and you may not place excessive burdens on our servers or other resources. You agree that we may place restrictions on your use of the Service, and charge you excess fees, to the extent that they exceed the use of the Service of similarly situated customers. You understand that disk space, bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Reaching these capacity numbers on a regular basis may result in Honeywick placing restrictions on your use of the Service.

When a Site is terminated or canceled, all files and data will be destroyed and unrecoverable for security and privacy reasons. Honeywick has no responsibility to forward e-mail, or other communications, for you once your Site is closed and you will no longer have access to the

control panel. You are encouraged to keep the Service active during a transition period should you seek to forward your e-mail or other communications.

CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Honeywick that during the Term that Customer owns, has a valid license, or has the right to use the Customer Content, including all text, graphics, and code, and the use, reproduction, distribution and transmission of the Customer Content and any information and materials contained therein does not, and will not, (i) infringe any copyright, trademark, or any other proprietary right of a third party, (ii) violate any criminal laws and will only be used for lawful purposes, (iii) constitute false advertising, defamation, an invasion of privacy, violate a right of publicity or violate any other law or regulation, or (iv) contain and will at all times remain free of computer viruses, trojan horses, worms, and other malicious code.

You represent and warrant to Honeywick that: (i) you have the knowledge necessary to use the Service; (ii) you understand and appreciate the risks inherent from accessing the Internet; (iii) you will use the Service without extra effort on our part; and (iv) that you will pass through the terms of our Acceptable Use Policy to End Users.

LICENSE TO HONEYWICK

Customer grants Honeywick a royalty-free, non-exclusive, worldwide right and license to reproduce, copy, use and distribute Customer Content and to make archival or backup copies of the Customer Content solely to provide and operate the Services. Honeywick acknowledges that they are not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with the Customer.

HONEYWICK INTELLECTUAL PROPERTY

Honeywick grants to Customer a non-exclusive, non-transferable, royalty-free license, during the term of this Agreement, to use Honeywick Technology solely for the purpose of accessing and using the Services. Customer may not use the Honeywick Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted herein, this Agreement does not transfer from Honeywick to Customer any Honeywick Technology, and all rights, titles and interests in and to the Honeywick Technology shall remain solely with Honeywick. Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the Honeywick

Technology. Honeywick's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Honeywick. Customer may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Honeywick.

INDEPENDENT CONTRACTOR

Honeywick and Customer are independent contractors. Nothing contained in the TOS places Honeywick and Customer in the relationship of principal, agent, partner or joint ventures. Neither party may represent itself as having any authority to make contracts or enter into any agreements in the name of the other party.

FEEDBACK

Any feedback, data, answers, questions, comments, suggestions, idea or the like which Customer sends to Honeywick relating to the Services will be treated as being non-confidential and non-proprietary. Honeywick may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

HARDWARE AND SOFTWARE

You are responsible for and must provide all Internet connectivity services, computers, software, hardware, and other services necessary to access Honeywick servers and Services. Honeywick makes no representations, warranties, or assurances that customer's equipment will be compatible with Honeywick Services.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by California law without regard to the conflict of law provisions thereof. Both parties submit to personal jurisdiction in California. The terms of this section shall survive any termination of this Agreement.

GOVERNMENT REGULATIONS

Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated items or information to anyone outside the United States in connection with this TOS without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.

MUTUAL INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, agents, attorneys, and employees from and against any and all claims, demands, obligations, liabilities, damages, losses, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

DISCLAIMER OF WARRANTY

Customer agrees to use all Services and any information obtained through or from Honeywick, at Customer's own risk. Customer acknowledges and agrees that Honeywick exercises no control over, and accepts no responsibility for, the content of the information passing through Honeywick's host computers, network, or the Internet. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF Honeywick, ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, DIRECTORS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, LICENSORS OR THE LIKE ("Honeywick PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT Honeywick PROVIDES. NO Honeywick PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. Honeywick IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S USERS VIA THE SERVICES PROVIDED BY Honeywick. NO ADVICE OR WRITTEN INFORMATION GIVEN BY ANY Honeywick PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

LIMITATION OF LIABILITY

Customer agrees that no Honeywick Person, under any circumstances, shall be held responsible or liable for situations where the Services are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Honeywick at the time) which may exist in the Services or Honeywick's equipment used to provide the Services.

Under no circumstances, including negligence, shall any Honeywick Person be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Customer, any of its users, or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if Honeywick has been advised of the possibility of such damages.

No Honeywick Person shall be liable to Customer, any of its users, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Honeywick's records, programs, equipment, or services.

IN NO EVENT WILL Honeywick'S LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER OR ANY ORDER, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE ACTUAL SERVICE FEES PAID TO Honeywick BY CUSTOMER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Honeywick CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. Honeywick WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

Customer understands, acknowledges and agrees that if Honeywick takes any remedy action under this Agreement because of an action of Customer or its website users, Customer agrees that Honeywick shall have no liability to Customer due to such remedy action by Honeywick.

The terms of this section shall survive any termination of this Agreement.

FORCE MAJEURE

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, acts of government or other legal order, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

RECIPROCAL

We each warrant to the other that: (i) we have the power, authority and legal right to enter into this TOS; and (ii) we have the power, authority and legal right to perform our obligations under this TOS and all incorporated provisions.

ASSIGNMENT

This TOS may be assigned by Honeywick. It may not be assigned by you. This TOS shall bind and inure to the benefit of the corporate successors and permitted assigns of the parties.

NO WAIVER

No waiver of rights under this TOS, or any other Honeywick policy shall constitute a subsequent waiver of this or any other right under this TOS.

ENTIRE AGREEMENT AND SEVERABILITY

This Agreement represents the entire agreement between the parties, and supersedes all previous agreements. All rights and restrictions contained in the Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect. Customer hereby represents that they are either, an individual entering this Agreement for their personal use and is of legal age to execute this Agreement, or a corporation, limited partnership or other

legal entity, validly existing under the laws of the state of its organization and the person acting on behalf of Customer is authorized to execute this Agreement on behalf of Customer.

HONEYWICK DATA PROCESSING ADDENDUM

This Customer Data Processing Addendum (DPA) is part of the requirements of the European Data Protection Regulation (GDPR) and is an addendum to our Hosting Terms of Service (TOS) and Affiliate Program Agreement.

Definitions

Controller: Entity who determines the purpose and means of processing Personal Data.

Customer Data: Data that Honeywick processes on behalf of Customer.

Personal Data: Data relating to an identified or identifiable natural person.

Processor: Entity that processes Personal Data on behalf of Customer.

Security Incidents: Unauthorized and/or unlawful breach of security leading to accidental and/or unlawful destruction, alteration, loss, unauthorized disclosure of or access to Personal Data.

Subprocessor: Processors used by Honeywick to fulfill its obligations in providing the Service.

SCOPE

This DPA applies only to the extent that Honeywick processes Personal Data on behalf of the Customer in the course of providing the Service and in the case such Personal Data is subject to Data Protection Laws of the European Union (EU).

In this DPA, the Customer is the Controller of Personal Data and Honeywick will process Personal Data only as a Processor on behalf of Customer. Nothing in this DPA prevents Honeywick from using any data that Honeywick collects and processes independently of Customer's use of the Service.

As a Controller, Customer agrees that they will comply with its obligations under Data Protection Laws in respect to their processing of Personal Data and any processing instructions they issue to Honeywick; and that they have obtained consents and rights necessary under Data Protection Laws for Honeywick to process Personal Data and provide the Service.

As a Processor, Honeywick will process Personal Data only for the following purposes: - processing to perform the Service in accordance with the TOS; and - to comply with other reasonable instructions provided by Customer.

Honeywick handles Customer Data provided by Customer and the Customer Data may contain special categories of data depending on how the Service is used by Customer. The Customer Data may be subject to the following process activities: - storage and other processing necessary to provide and improve the Service; - to provide customer and technical support to Customer; and - disclosures as required by law or otherwise set forth in the TOS.

Customer acknowledges that Honeywick has the right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Service for its legitimate business purposes (e.g., billing, technical support, product development..etc.). For data that is considered personal data under Data Protection Laws, Honeywick will process such data in compliance with Data Protection Laws.

SUBPROCESSING

Customer agrees that Honeywick may engage Subprocessors to process Personal Data on Customer's behalf. You may request a list of Subprocessors currently engaged by Honeywick.

When engaging with a Subprocessor, Honeywick will - enter into a written agreement with the Subprocessor which imposes data protection terms that require the Subprocessor to protect Personal Data to the standards required by Data Protection Laws; and - remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause Honeywick to breach any of its obligations under this DPA.

Honeywick shall provide Customer reasonable advance notice via email if it adds or removes Subprocessors.

Customer may object to Honeywick's engagement with a new Subprocessor on reasonable grounds relating to data protection by notifying Honeywick in writing within five (5) days of receipt of Honeywick's notice. The notice should reasonably explain the grounds for the objection. The parties will discuss such concerns in good faith with the goal of achieving a reasonable resolution. If a resolution is not possible, either party may terminate the applicable Service related to the use of the Subprocessor.

SECURITY

Honeywick will implement and maintain appropriate security measures to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data.

Honeywick will ensure that any person who is authorized by Honeywick to process Personal Data (e.g., Honeywick staff, subcontractors) will be under an appropriate obligation of confidentiality.

In the event of a Security Incident, Honeywick will notify Customer without undue delay and will provide timely information relating to the Security Incident as it becomes known.

Customer acknowledges that the security measures evolve and that Honeywick may update or modify the security measures from time to time.

INTERNATIONAL TRANSFERS

Customer Data may be transferred and processed in the United States and anywhere in the world where Customer and/or its Subprocessors maintain data processing operations. Honeywick will implement appropriate safeguards to protect the Personal Data, wherever it is processed, in accordance with the requirements of Data Protection Laws.

RETURN AND DELETION OF DATA

Customers have access to their uploaded files and databases and can download them. If Customer has any issues with downloading their content, they can contact our Technical Support for assistance. Upon deactivation of a Honeywick Service, all Personal Data will be deleted, except for data which is required to be retained by applicable law, or Personal Data that is archived on backup systems (which are securely isolated and protected from further processing).

COOPERATION

If Customer is unable to independently access the specific Personal Data within the Service in response to requests from individuals or data protection authorities, Honeywick will (at Customer's expense) provide reasonable cooperation to assist Customer, if possible. In the event that any such request is made directly to Honeywick, Honeywick will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do

so. If Honeywick is required to respond to such a request, Honeywick will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

To the extent Honeywick is required under Data Protection Law, Honeywick will (at Customer's expense) provide reasonably requested information regarding Honeywick's processing of Personal Data under the TOS to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

MISCELLANEOUS

Except for the changes made by this DPA, the TOS remains unchanged and in full force and effect. If there is any conflict between this DPA and the TOS, the DPA will prevail to the extent of that conflict.

This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the TOS, unless required otherwise by Data Protection Laws.

HONEYWICK ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) is part of the Honeywick ("Honeywick", "us", "we", "our") Terms of Service (TOS) and outlines the customer's and their end users' (collectively, "you", "your", "yours") responsibilities and how you are expected to use the Honeywick Services. This policy states our policies on harmful activities toward our systems, our customers and the Internet community, which may compromise our Services. Your use of any Honeywick Services constitutes acceptance of this AUP as well as our Terms of Service and Privacy Policy.

While Honeywick respects that the Internet provides an open environment for free and open discussion and distribution of information, there are areas of competing interests, and we reserve the right to take remedy actions in order to protect these competing interests. We reserve the right to determine what activities are unacceptable at our sole discretion. Honeywick reserves the right to refuse Services to any user at our sole discretion. Honeywick also retains the right to discontinue service with or without notice for repeated violation of this AUP.

POLICY REVISIONS

You understand that to meet the evolving needs of our customers, our hosting services, the changing laws, and the changing Internet, we reserve the right to revise this AUP at any time

without notice. The latest version of the AUP will always be available at this web page. Your continued use of our services constitutes acceptance of any changes to our AUP.

NOTIFICATION OF VIOLATION

If you believe that this AUP is being violated, you may report this issue to support@honeywickhosting.com. Please note that we require full details and the identification of the portion of this AUP that is being violated, and furthermore, we do not review anonymous reports. Your notice must contain your first and last name, a valid e-mail address and telephone number.

CONTENT

Honeywick does not censor or review content uploaded to our services or that is available on the Internet. When you obtain information through the Internet or our services, you must keep in mind that we cannot and do not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. Therefore, we cannot and do not accept any responsibility over content uploaded to our services or retrieved from the Internet. The responsibility of content is the sole responsibility of the customer, end user, or third party content provider. You must exercise your best judgment in relying on information obtained from the Internet or our services. We will only review content upon a verified complaint report. We reserve the right to refuse to provide services to customers who knowingly or unknowingly use our services to distribute materials that may degrade our network, harm other customers, or that is racist, pornographic, and hateful and creates customer service and/or abuse issues for us. We do not allow adult, gambling, obscene, or pornographic content. We do not allow content used for harassment, defamation, libel and hate speech, or other offensive content.

PASS THROUGH

Our services include third party services and this AUP incorporates policies from these other entities that provide products and services through us to you. These policies are "passed through" to you by this AUP.

IP ADDRESSES

IP addresses assigned to customers are non-transferrable and you do not retain ownership or transfer rights to them. To provide our services, it may be necessary for us to change IP addresses, in which case we would contact all customers that will be affected by the change.

USE OF SERVICES

Our Services may only be used for lawful purposes.

You are required to provide us with accurate contact information.

Distribution, storage or presentation of any information or material in violation of any applicable law, regulation, this AUP or our TOS is strictly prohibited.

Review our Unlimited Policy for additional restrictions.

The following are violations of this AUP and will be subject to immediate remedy action:

Mass Email: The sending of more than 1000 emails per hour and/or 5000 emails per day.

Unsolicited Email: The sending or receiving of mass unsolicited email (SPAM), support of web pages associated with SPAM, the dissemination of email lists to be used for SPAM, or the dissemination of software/tools to support SPAM are violations.

Email Bombing: The sending of mass emails, email bounces or email forwards to a user in an attempt to interfere with email services is a violation.

WareZ: The sharing of copyright protected software or pirated software, especially in a peer to peer network, is a violation.

Malware: Using services to store or disseminate or support the distribution of viruses, worms, Trojan horses or any other malware is a violation.

Phishing: Any use of our services to perpetrate phishing or support phishing activities is a violation.

Fraud: Content related to fraud, ponzi schemes, multilevel marketing is a violation.

Child Pornography: Content related to child pornography is a violation.

Terrorist-related: Content related to international or domestic terrorism is a violation.

Port Sniffing: Engaging in or disseminating software for port sniffing is a violation.

Hacking: Attempts to subvert or assist others in subverting or circumventing the security integrity of our services or our customers websites and databases is a violation.

DOS/DDOS: Using our services to support or perpetrate or attract denial of service or distributed denial of service attacks is a violation.

Password Attacks: Using our services to support password attacks, or engaging in password attacks against our systems or our customers sites, or engaging in storing or distributing password lists is a violation.

Reverse Engineering: Any attempt to reverse engineer our systems is a violation.

Excessive Server Resource Use: Posting messages or using software applications that consume excessive CPU time, or storage space, or network bandwidth is a violation.

Spoofing: Misrepresenting, omitting or deleting identifiable headers to conceal or misidentify the origin of a communication is a violation.

Helpdesk/Forum Spamming: Spamming our helpdesk or forum as a means of getting attention or for deliberate effort to degrade our service is a violation.

Excessive Files: We limit the root and any subfolder to each contain no more than 5000 files.

Intellectual Property Violations

You must comply with U.S. laws for trademarks, patents and laws governing the dissemination and use of intellectual property. Complaints about intellectual property rights violations, other than copyright violations, should be directed to support@honeywickhosting.com.

COPYRIGHT INFRINGEMENT AND DMCA

Honeywick complies with the Digital Millennium Copyright Act (DMCA), whose guidelines can be found at <https://www.copyright.gov>. DMCA complaints should be sent to: Host Collective, Inc., Attn: Takeshi Eto, 417 E. Huntington Drive, Suite 200, Monrovia, CA 91016.

U.S. EXPORT CONTROLS

Use of our Service is governed by U.S. export control laws. These laws apply regardless where you reside. More information about U.S. export laws can be reviewed at: <https://www.export.gov/>.

COOPERATION WITH LAW ENFORCEMENT AND LEGAL DOCUMENTS

You understand that in order to comply with a court order, subpoena, summons, discovery request, warrant, or regulation, it may be necessary to disclose your personal and website information to protect our business, or others, from harm. We assume no obligation to inform you that we have provided this type of information and in some cases we may be prohibited by law from giving such notice.

Law enforcement agencies who seek information about our customers and their use of our Service are required to submit a subpoena. Unless specifically required by law, the Subpoena will be transmitted to the customer. Civil demands for information, such as discovery requests, must be part of a filed and pending litigation matter. Responses to Civil Demands are at our discretion. Responses are subject to a response fee of \$250 per hour. We do not honor requests from civil litigants to limit or to pre-approve response expenses.

REMEDIES

Honeywick may take remedy action, at our discretion, in response to any of the harmful activities described in this AUP, along with any activities that contradict the spirit of this AUP.

If Honeywick learns of a violation of this AUP, we will respond to the applicable user and may, in our sole discretion, take any or all of the following remedy actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:

- Issuing a warning to the user,
- Suspending the offending user from all or part of our Services,
- Terminating the offending user from all or part of our Services,
- Imposing fees or charges to the offending user,
- Removing the offending content,
- Taking other action in accordance with this AUP or applicable laws.

SUSPENSION AND TERMINATION

If you violate this AUP, and we take action to suspend or terminate our service, you will not receive a refund of any fees paid to us. Your failure to abide by the terms of this AUP is grounds for suspension or termination of our service and may be undertaken with, or without, notice to you. You agree to hold Honeywick harmless from any claims that a suspension or termination of service has caused you damage.

Last updated October 1, 2018.