Updated July 31, 2020

AgentMethods, LLC
Website Hosting Addendum

This Website Hosting Addendum (the "Addendum") forms part of the Master Subscription Agreement (the "Agreement") between Customer and AgentMethods, LLC (the "Company") governing Customer’s use of Company’s hosted software as a service application (the “Software”) and related services offered through the AgentMethods.com web site. BY CLICKING THE "I ACCEPT" CHECKBOX(es) DISPLAYED AS PART OF THE ORDERING PROCESS, CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS, WHICH CONSTITUTE A LEGALLY ENFORCEABLE AGREEMENT.

Capitalized terms have the meaning given to them in the Agreement except as provided here. Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. Provision of Hosting Services

Subject to the terms and conditions contained in the Agreement and herein, and the features and specifications of Company’s web site plan selected by Customer during the online ordering process or subsequently (the “Plan”), Company will provide Customer with access to the Software for the creation and maintenance of one interactive web site (the “Site”), the hosting of such Site, and customer support services (collectively, the “Services”). Customer support services are limited to electronic communications between Customer and Company as supported by the AgentMethods.com web site.

2. Responsibility for Site Content.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL TEXT SAMPLES, INCLUDING WITHOUT LIMITATION, PRODUCT DESCRIPTIONS, THE PRIVACY POLICY, AND LEGAL TERMS, INCLUDED IN THE AGENTMETHODS.COM CONTENT LIBRARY ARE PROVIDED FOR CONVENIENCE AND ARE SUGGESTIONS ONLY. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR LEGAL SUFFICIENCY OF SUCH CONTENT. SUCH CONTENT IS SUBJECT TO MODIFICATION BY CUSTOMER AND CUSTOMER IS RESPONSIBLE FOR REVIEWING AND MODIFYING SUCH CONTENT AS NECESSARY TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL INFORMATION AND MATERIALS APPEARING ON THE SITE COMPLY WITH INDUSTRY SPECIFIC REGULATIONS SUCH AS INSURANCE REGULATIONS AND HIPAA.
3. Non-transferability of Site

Customer understands and acknowledges that the Site can be maintained only on Company's servers and cannot be transferred or copied to any other server or host. IF THIS AGREEMENT IS TERMINATED, THE SITE AND ALL CONTENT THEREON WILL NO LONGER BE AVAILABLE AND NEITHER THE SITE NOR ANY PART THEREOF MAY BE TRANSFERRED.

4. Grant of License and Restrictions

Subject to the terms and conditions of this Addendum and the Agreement, Company hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable and terminable right and license to use the Software on a server owned or controlled by Company for the purpose of creating and maintaining a Site. Customer shall not, and shall not allow any third party to, license, sublicense, sell, resell, transfer, assign, distribute, grant a security interest in, or otherwise transfer any right in or to the Site (other than content solely originated and owned by Customer) or the Software, or any part thereof. Customer shall not, and shall not allow any third party to, copy, duplicate, reproduce, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Site (other than content solely originated and owned by Customer) or the Software, or any part thereof. Except as permitted by the functionality of the Software with respect to modification of content on the Site, Customer shall not, and shall not allow any third party to, modify the Site (other than content solely originated and owned by Customer) or the Software, or any part thereof. All rights not expressly granted herein are reserved by Company (or its licensors, where applicable). This license automatically terminates on the termination of this Addendum.

5. Trademarks.

Company reserves the right to place at one or more locations on the Site, of Company's choosing, a statement that the Site is provided or powered by AgentMethods. Customer agrees not to copy, edit, alter, remove, or otherwise modify such statement without Company's express prior written approval.

6. Domain.

During the term of Customer's subscription, the Site may reside as a subdomain of the AgentMethods.com domain. At any time during the term of this Addendum, Customer may elect to use a domain name that Customer has registered or has requested Company to register on Customer's behalf (the “Customer Domain Name”); provided the Customer Domain Name shall not include, incorporate or refer to the AgentMethods.com domain or any other Company Mark. Customer shall retain all rights in the Customer Domain
Customer shall be responsible for registration, renewal, and transfer of the Customer Domain Name and all fees, charges, and taxes associated therewith. If Company incurs any such fees, charges, and taxes on Customer’s behalf, Customer shall reimburse Company for such expenses. Company reserves the right to deny, cancel or transfer the Customer Domain Name registration as it deems necessary, in its discretion, to protect the integrity and stability of any domain name registry, to comply with any applicable laws, and government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Company, its parent, affiliates, subsidiaries, officers, directors, shareholders, and employees. Company also reserves the right to freeze or cease using the Customer Domain Name pending resolution of any dispute related to such Domain Name.

7. User Data.

Users of the Services (including Customer and its clients) may submit data, information or other materials through the Site (“User Data”). Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data. Customer is responsible for backing up and downloading any User Data. Company reserves the right to withhold, erase, delete, destroy and/or discard User Data upon termination of this Agreement or for any breach of this Agreement, including without limitation, Customer’s non-payment of amounts due in a timely manner. Upon termination of this Agreement, (i) Customer’s right to access or use User Data on the Site shall cease immediately; (ii) Company shall have no obligation to store, maintain, or forward any User Data to Customer or any third party; and (iii) Company may, but is not obligated to, delete, erase, and/or destroy all copies of such User Data on the Site or elsewhere in Company’s possession or control. Customer hereby grants Company the limited right to use and copy User Data as necessary to maintain and perform the Services during the term of this Agreement. Customer authorizes Company to use (i) User Data collected through the use of cookies or other tracking technologies (excluding name, street address, email address, or phone number) and (ii) aggregate information regarding the Site and the use of the Site (including information obtained through cookies or tracking technologies) for analytical, promotional and marketing purposes during or after the term of this Agreement; provided that Company shall not use such information to contact, or cause any third party to contact, a user of the Site.


Customer is responsible for any activity occurring on or through the Site and/or through the Site’s URL, including maintaining the confidentiality and security of Customer’s passwords. Customer shall immediately notify Company, through the customer support system if Customer has any reason to suspect that Customer’s account or passwords have
been stolen, misappropriated or otherwise compromised. Such notice shall not relieve Customer from liability under the Agreement and this Addendum.

9. Modification or Cancellation of Services/Plans.

Company reserves the right at any time, and from time to time, without notice, to modify, upgrade, enhance, suspend or discontinue the Services and to add, modify, or eliminate available Plans.


This Addendum is not a standalone agreement and is only effective if the Agreement is in effect between Customer and Company. This Addendum is part of the Agreement and is governed by its terms and conditions, including the limitations of liability set forth therein. This Addendum and the Agreement are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter hereof. Headings contained in this Addendum are for convenience only and do not form part of this Addendum.