

Terms and Conditions

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Financial Arrangements

Our services come with a cost. Depending on the type of service, it may entail a one-time payment (e.g., website redesign) or a recurring fee (e.g., hosting plan). By utilizing our services, you are agreeing to settle the relevant fees, which we will invoice or debit you for at regular intervals (such as monthly or annually) in advance until you decide to cancel, which you are free to do at any time. Some services may be provided under a contract to ensure outcomes. These services will be invoiced on a monthly or annual basis, depending on the client's preference. Clients also have the option to pre-pay for services that will be deducted as they are used.

Provision And Use Of Services

Subject to the terms and conditions of the Agreement, we will provide the Services to Customer. You shall provide us with all assistance as reasonably required for us to activate and operate the Services. This may include granted access to profiles, tools, platforms, etc. The Services may only be used for their intended purposes and in accordance with this Agreement. Customer Content (articles, images, external files, etc.) hosted by us may be scanned for malware and/or other items that may adversely affect our system(s) or platform. If malware is detected on Customer Content, Techna Digital Marketing may offer our malware removal service that you must accept and complete before affected Customer Content can be migrated to our platform. Certain plug-ins are disallowed on our platform for security and performance reasons. Customer Content that contains disallowed plug-ins may result in you receiving a notification to remove or replace such disallowed plug-in within a reasonable amount of time. We reserve the right to disable or remove any disallowed plug-ins on Customer Content or otherwise restrict Services related to any disallowed plug-ins.

You acknowledge that we may engage third parties to provide or enable elements of the Services.

From time-to-time we may cease supporting aspects of the Services (any such event, an “End of Life”). Should components of the Services come to an End of Life, we will attempt to replace them with comparable components, but may not be able to do so. An End of Life is not a breach of this Agreement.

Migrations

By agreeing to migrate your website to Techna Digital Marketing, you understand that your Customer Content may be scanned to detect malware and/or other items that may adversely affect our system(s) and/or platform security and/or performance.

If malware is detected on Customer Content, Techna Digital Marketing may offer our malware removal service, which must be accepted by you and completed before affected Customer Content can be migrated to our platform. Customer understands that we will take all reasonable efforts to detect malware on Customer Content and remove detected malware before migrated Customer Content onto our system(s) and/or platform.

Migration services may include Techna requesting access to the website’s platform, hosting info, and other website-related back-end services currently being used.

Third-Party Plug-Ins

Some plug-ins are disallowed for use on our platform for security and performance reasons. Customer Content that contains disallowed plug-ins may result in you receiving a notification to remove or replace such disallowed plug-in within a reasonable amount of time. We reserve the right to disable or remove any disallowed plug-ins on Customer Content or otherwise restrict Services related to any disallowed plug-ins.

Termination

Techna Digital Marketing shall have the right to terminate this Terms of Service with immediate effect in writing to the Client if any of the following events occur.

- Client fails to make any payment when it becomes due,
- Client is in breach of any of its obligations under this Agreement,
- A liquidator is appointed over the Client or any of its assets,
- Client enters or proposes to enter into any arrangements with its creditors, including voluntary arrangements

Techna Digital Marketing shall have the right to terminate this Terms of Service with an immediate effect in writing to the Client if the Client fails to make timely payments for services rendered. Should the client decide to terminate services by own will, the Client will be responsible for all hours and costs necessary to complete the offboarding process. The Client will be responsible to pay 100% of the last invoice sent, if not already paid in full, and will receive a final invoice, billed at our current hourly rate for hours spent offboarding the client.

These Terms of Service may be terminated by either party, without cause, at any time, by giving the other party 30 days written notice. Techna Digital Marketing will accept termination by email (support@technadigital.com). Any rights to terminate this Terms of Service shall be without prejudice to any other accrued rights and save as set out, no refunds will be made.

Upon the conclusion of the services, the client will be promptly removed from our hosting environment. They will have a grace period of 30 days, contingent on when the termination notice is received, to seamlessly transfer their domains to a new service provider. During this transitional phase, the client will cover the hosting charges for the current and upcoming months until the domain is entirely disassociated from our server. As an additional service, the client will also be provided with the most recent backup of their website to facilitate a smooth transition. This meticulous process is critical to prevent any disruptions in the site's availability, as hosting fees will continue to apply as long as the website remains hosted on our server.

Should the client fail to transfer their site within the designated grace period fully, there is a risk that the site may face complete termination. In such an event, the client will be liable for covering the costs of restoring the site. The client must adhere to the stipulated timeline and ensure the prompt transfer of their domain to avoid any potential inconveniences or additional expenses.

Limited Liability

In scenarios where the client's content is flagged for potential copyright infringement or fraudulent activities after being provided to Techna to publish on the site, Techna Digital Marketing will not bear any liability in such instances. However, Techna is dedicated to offering guidance and recommendations to the client to address and rectify the

identified issues. Should additional problems arise beyond the initial concerns, it is important to understand that the client will be accountable for managing these issues independently or can request for support or guidance from Techna for an hourly fee.

Furthermore, it is essential to mention that this assistance extends to situations where the client may face legal action due to accessibility or other unmet regulatory practices. In cases where the client rejects the recommendations provided by Techna Digital Marketing, leading to legal ramifications, the client will be held liable for any resulting consequences.

Content Submitted Or Made Available For Inclusion

Techna Digital Marketing does not claim ownership of Content you submit or make available for inclusion on the Service, however, with respect to Content you submit or make available for inclusion in publicly accessible areas of the Service, you grant Techna Digital Marketing and its Affiliate Companies the following worldwide, royalty-free, and non-exclusive license(s), as applicable:

- * With respect to photos, graphics, audio, or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such Content on the Service. This license exists only for as long as you elect to continue to include such Content on the Service and terminates at the time you or Techna Digital Marketing removes such Content from the Service.
- * With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly-accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute,

reproduce, modify, adapt, publish, translate, publicly perform, and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

- “Publicly accessible” areas of the Service are those areas of the Techna Digital Marketing network of properties that are intended by Techna Digital Marketing to be available to the general public.

Trademarks & Copyrights

You warrant that you have the right to use the trademarks and copyrights applicable to all content and/or products being made available through your account.

Taxes and Fees

Techna Digital Marketing shall not be liable for any taxes or other fees to be paid in accordance with or related to services from Techna Digital Marketing. Client agrees to take full responsibility for all taxes and fees of any nature associated with services sold.

General Information

Entire Agreement. The TOS constitutes the entire agreement between you and Techna Digital Marketing and governs your use of the Service, superseding any prior agreements between you and Techna Digital Marketing with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Techna Digital Marketing services, affiliate services, third-party content, or third-party software.



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Choice of Law and Forum. The TOS and the relationship between you and Techna Digital Marketing shall be governed by the laws of the State of Washington without regard to any principles of conflicts of law. You and Techna Digital Marketing agree to submit to the personal and exclusive jurisdiction of the courts sitting in and for Clark County, Washington.

Waiver and Severability of Terms. The failure of Techna Digital Marketing to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.