



WP TURNED UP

## Terms of Service

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# Terms of Service

The following terms and conditions govern all use of wpturnedup.com (“website”) and all content, services, and products available on the Website, as well as any third-party services required to extend the management of our service offerings. Our services and any procured third-party services are offered subject to your acceptance without modification of all terms and conditions contained herein and all other operating rules, policies (including, without limitation, [WP Turned Up’s Privacy Policy](#)) and procedures that may be published from time to time by WP Turned Up (collectively, the “agreement”). You agree that we may automatically upgrade our services or third parties may upgrade their services, and these terms will apply to any service upgrades.

WP Turned Up reserves the right to amend, suspend or discontinue the availability of the Website and/or any service and/or remove any content at any time at its sole discretion and without prior notice. Your access to and use of the Website may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair or any other reason within or outside the control of WP Turned Up.

Please read this agreement carefully before accessing or using our services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by WP Turned Up, acceptance is expressly limited to these terms.

## Description of Service

WP Turned Up offers support to operators of websites running **single-site installations of WordPress**. Our services include but are not limited to, any service and/or content that we make available to or perform for you. Services are available only to legal entities and to individuals who are at least 18 years old.

## Registration

As a condition of using Services, you are required to manage your maintenance and tickets through our ticketing system. Registering with WP Turned Up means you agree to abide by the process that WP Turned Up has in place to manage tickets, maintenance, etc.

Don’t reveal your account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account, and you agree to immediately notify WP Turned Up of any security breach of your account. WP Turned Up shall not be responsible for any losses arising out of the unauthorized use of your account.

The term “you” or “your” as used herein shall at all times include the individual or legal entity which has subscribed to the WP Turned Up Services hereunder, including but not limited to any and all persons and/or legal entities with which it is affiliated and/or associated, and their respective directors, officers,

employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns.

## Payment

You agree that you will pay for the services and that WP Turned Up may charge your payment method for any services purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing WP Turned Up with a valid payment method for payment of all fees.

Your total price will include the price of the product but expressly excludes any applicable taxes; such service tax is based on the bill-to address and the applicable tax rate in effect at the time you use the services. We will charge tax only in such jurisdictions where the services are taxable.

Prices for the services may change at any time at WP Turned Up's sole and exclusive discretion. The services do not provide price protection or refunds in the event of a price reduction or promotional offering.

## Third-Party Services & Materials

WP Turned Up uses third-party services from preferred vendors as part of providing comprehensive solutions. You agree that your use of WP Turned Up services is subject to the Terms of Service of WP Turned Up as well as the Terms of Services of the individual third-party. WP Turned Up is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that WP Turned Up is not in any way responsible for any such use by you.

## Preferred Vendors

### WordPress

Your use of WP Turned Up's services is subject to [WordPress's Terms of Service](#). WordPress is primarily responsible for the technical support of its services. Clients that have an active support plan with WP Turned Up will have the option of having WP Turned Up to provide the first line of support for third-party services.

### SiteGround

If you purchase a SiteGround website hosting, this section applies. Your use of SiteGround services is subject to [SiteGround's Terms of Service](#) for the services, which you'll accept prior to using SiteGround for the first time. WP Turned Up is enrolled in the affiliate program of SiteGround, but makes no warranties about the services provided by SiteGround, and disclaims SiteGround's liability for any damages arising from our distribution and resale of their services. SiteGround is primarily responsible for the technical support of its services. Clients that have an active support plan with WP Turned Up will have the option of having WP Turned Up to provide the first line of support for third-party services.

## ManageWP

If you sign up for a [Monthly Support Plan](#), this section applies. Your use of WP Tuned Up services is subject to [ManageWP's Terms of Service](#) for the services. WP Tuned Up makes no warranties about the services provided by ManageWP, and disclaims ManageWP's liability for any damages arising from our distribution of their services. ManageWP is primarily responsible for the technical support of its services. Clients that have an active support plan with WP Tuned Up will have the option of having WP Tuned Up to provide the first line of support for third-party services.

## Stripe

If you sign up for a [Monthly Support Plan](#) or purchase [On-Demand Support](#) this section applies. Your use of WP Tuned Up services is subject to [Stripe's Terms of Service](#) for the services. WP Tuned Up makes no warranties about the services provided by Stripe, and disclaims Stripe's liability for any damages arising from our distribution of their services. Stripe is primarily responsible for the technical support of its services. Clients that have an active support plan with WP Tuned Up will have the option of having WP Tuned Up to provide the first line of support for third-party services.

## Intellectual Property

This agreement does not transfer from WP Tuned Up to you any WP Tuned Up or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with WP Tuned Up. WP Tuned Up, the wpturnedup.com logo, and all other trademarks, service marks, graphics and logos used in connection with wpturnedup.com or our Services, are trademarks or registered trademarks of WP Tuned Up or WP Tuned Up's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any WP Tuned Up or third-party trademarks.

## Changes

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## Termination

Cancellation can occur at any time. You are never required to stay with us – in fact, we'd prefer you have the option to leave if you are unhappy with our service and give us feedback on how we can serve you better.

WP Turned Up may terminate or suspend any and all Services and/or your WP Turned Up account immediately, without prior notice or liability, for any reason whatsoever, or for no reason, including without limitation if you breach the terms. Upon termination of your account, your right to use the services will immediately cease. If you wish to terminate your WP Turned Up account, you must Contact us with your termination request. All provisions of the terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Disclaimer of Warranties

Our Services are provided “as is.” WP Turned Up and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither WP Turned Up nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you use our Services at your own discretion and risk.

## Jurisdiction and Applicable Law

Except to the extent applicable law, if any, provides otherwise, this agreement, any access to or use of our Services will be governed by the laws of the state of Illinois, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Cook County, Illinois.

## Limitation of Liability

In no event will WP Turned Up, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to WP Turned Up under this agreement during the twelve (12) month period prior to the cause of action. WP Turned Up shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## General Representation and Warranty

You represent and warrant that (i) your use of our Services will be in strict accordance with the WP Turned Up Privacy Policy, with this agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third-party.

## Indemnification

You agree to indemnify and hold harmless WP Turned Up, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our services, including but not limited to your violation of this agreement.

## Translation

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

## Miscellaneous

This agreement constitutes the entire agreement between WP Turned Up and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of WP Turned Up, or by the posting by WP Turned Up of a revised version.

If any part of this agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this agreement to any party that consents to, and agrees to be bound by, its terms and conditions; WP Turned Up may assign its rights under this agreement without condition. This agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.