



<https://insync.media> • 970.901.5216 • info@insync.media

---

## ADDENDUM A

# WEBSITE HOSTING SERVICE AGREEMENT

This Website Hosting Addendum (this "Addendum") is made part of InSync Media LLC's Terms of Service ("Terms") and is effective upon Client's commission of website hosting services by InSync Media ("InSync").

1. Hosting Provider and Platform. InSync provides website hosting services through its managed hosting partner, WP Engine, Inc. ("WP Engine"), pursuant to a commercial partnership agreement. Client acknowledges and agrees that:
  - 1.1. All websites hosted by InSync are hosted on WP Engine infrastructure
  - 1.2. Use of hosting services is subject to WP Engine's applicable legal terms and policies, which are incorporated herein by reference and available at: <https://wpengine.com/legal>
  - 1.3. Client's website content, usage, and activity must comply with WP Engine's acceptable use, security, and legal requirements at all times.
  - 1.4. InSync does not control WP Engine's platform, infrastructure, or internal systems and shall not be responsible for acts or omissions of WP Engine except as expressly stated in these Terms.
2. Limited Hosting Warranty. If there is an issue with the Website that is caused directly by InSync's provision of hosting-related Services (including hosting configuration, backups, security updates, or routine maintenance), InSync shall use commercially reasonable efforts to restore the Website to its prior working state within twenty-four (24) hours after the issue is verified by InSync.
  - 2.1. If the issue cannot reasonably be resolved within twenty-four (24) hours, InSync shall notify Client and continue remediation efforts as soon as practicable.
  - 2.2. This limited warranty does not apply to issues caused by: a) Client actions or omissions, b) third-party plugins, software, or integrations, c) unauthorized access resulting from Client credential sharing or security failures, d) changes made without InSync's prior approval, or e) violations of WP Engine's terms or platform policies.
3. Client Security Responsibilities When hosting with InSync, Client agrees to uphold reasonable security practices within its organization. Client acknowledges that failure to do so may expose the Website to hacking, malware, data loss, downtime, remediation costs, and long-term impacts such as degraded search performance or loss of user trust. Client responsibilities include, without limitation:
  - 3.1. using strong, unique passwords and enabling two-factor authentication where available
  - 3.2. limiting administrative access to authorized users only
  - 3.3. promptly removing access for former employees, contractors, or vendors
  - 3.4. avoiding installation of unverified, outdated, or insecure plugins or software
  - 3.5. notifying InSync promptly of any suspected security incident or unauthorized access.



<https://insync.media> • 970.901.5216 • info@insync.media

---

Client acknowledges that website security is a shared responsibility, and that no hosting environment can guarantee complete protection from security threats.

4. **Security Incidents and Notifications.** WP Engine maintains commercially reasonable technical and operational measures designed to protect its hosting infrastructure. Client acknowledges that neither WP Engine nor InSync can guarantee that security incidents will not occur.
  - 4.1. If InSync becomes aware that its hosting environment has been accessed in an unauthorized manner and that such access impacts Client's Services, InSync shall notify Client as soon as reasonably practicable after completing its investigation and fulfilling any applicable legal obligations.
  - 4.2. Client agrees to promptly notify InSync if Client becomes aware of any unauthorized access, malware, or suspicious activity affecting the Website.
5. **Backups and Data Responsibility** InSync and/or WP Engine perform routine backups of hosted websites. However, a) backups are provided on a best-effort basis, b) backups may be incomplete, corrupted, or unavailable due to technical limitations, c) InSync or WP Engine does not guarantee the availability, integrity, or successful restoration of any backup
  - 5.1. Client agrees to maintain independent copies of all website content, data, and assets outside of the hosting environment.
  - 5.2. InSync or WP Engine shall not be liable for data loss, corruption, or failure to restore content, regardless of cause.
6. **Termination of Hosting Service.** If Client elects to discontinue hosting services with InSync, following a 30 day written notice:
  - 6.1. InSync will, upon written request and payment of any outstanding balances, assist with one of the following: a) transferring the Website to a Client-owned WP Engine account; or b) providing Client with downloadable website files and database exports
  - 6.2. InSync does not provide support for: relaunching the Website on non-WP Engine hosting platforms, configuring third-party hosting environments, troubleshooting issues arising after migration, coordinating with third-party hosting vendors
  - 6.3. Once hosting services are terminated or transferred, all responsibility for website operation, security, performance, and compliance transfers fully to the Client
7. **Limitation of Liability.** In addition to the limitations set forth in the Terms, InSync shall have no liability for: a) security breaches caused by Client actions, credential misuse, or third-party access, b) malware, hacking, or downtime resulting from factors outside InSync's direct control, c) violations of WP Engine's terms or acceptable use policies, d) Client's failure to follow recommended security practices.