

Natoma Web LLC Terms Of Service

As of 1/15/17

Overview

Natoma (“Service”) is provided by Natoma Web LLC (“Company”). By using any portion of the service, which includes any and all services provided for content management purposes, you are accepting the Terms of Service (“terms”) provided herein. If you do not agree with these terms for any reason, you are asked not to use Natoma. Use of the Service indicates your acceptance of these terms. Natoma Web, LLC reserves the right to update or modify these terms at any time without notice. For the most recent, official terms of service, refer back to this page at any time.

Usage

As an account holder, Natoma Web LLC grants you a limited license to access and use Natoma. The Company reserves the right to terminate this license at any time for any reason. This right will generally be practiced only when abuse of the service or nonpayment has been determined.

Billing & Refund Policy

Natoma Web LLC charges and collects for use of Natoma. The payment amount is determined by your subscription level. Payment amounts are calculated from the schedule of fees or ‘as quoted’. The Company reserves the right to modify the schedule of fees and charges at any time, and any such change will come into effect immediately for new subscribers and upon the subscription renewal for existing subscribers.

While the subscription is not delinquent and this agreement remains in force, your subscription will be automatically renewed upon the completion of the subscription period, and where you are responsible for payment, you will be invoiced in accordance with the schedule of fees in force at that time, except the case where your service is subject to a quotation or a written pricing agreement signed by a Managing Member of Web Natoma LLC. Any such negotiated pricing terms are confidential and may not be disclosed to a third party.

Subscriptions may be canceled at any time without incurring a cancellation fee. Changes in your subscription may not take effect until your subscription renewal period. Premature cancellation of your subscription does not make you eligible for a refund in whole or part. If you believe your invoice is incorrect for any reason, you must contact Natoma Web LLC within 30 days of the subscription renewal to be eligible to receive an adjustment or credit at the discretion of the Company.

Customers who are unsatisfied with the Service may request a refund no more than 30 days after their most recent renewal period. Upon requesting a refund, your account will be terminated and any refund deemed valid will be issued by the Company. Refunds will be issued no more than one business week after the request is made. To request a refund, contact us via email.

By using the Service, you acknowledge and accept that Natoma Web LLC may exercise, at our discretion, service cancellation for delinquent accounts. You are responsible for ensuring the continuance of your account and compliance with this agreement.

Our payment processor is Stripe, Inc. Stripe handles all payment requests and storage of bank account information. Natoma Web LLC is not liable for any bank account breaches, fraudulent charges or mishandling of any users personal or business banking account information.

Indemnity

You agree to indemnify, defend, and hold Natoma Web LLC harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys' fees) incurred in connection with any use or alleged use of Natoma.

Disclaimer of Warranties & Limitation of Liability

Natoma Web LLC DOES NOT WARRANT THAT NATOMA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES A BEAUTIFUL SITE, LLC MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. NATOMA IS PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS. Natoma Web LLC DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU ARE SOLEY REPOSNSIBLE FOR YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL A BEAUTIFUL SITE, LLC BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT

APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF Natoma Web LLC SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.