

## Terms of Service: Acting Faith

We (Functioning Design: The creators of ActingFaith) agree to be bound by this Terms of Service (TOS) when we process your payment information. You (Customer) agree to be bound by this TOS when you submit your information in the sign up form on our website, ActingFaith.com.

### 1. SERVICE PROVIDED

We lease one or more websites to you. We maintain the website hosting environment (data center) for all of our websites.

Your use of our services must be reasonable. You may not place excessive burdens on our CPUs, servers or other resources. You agree that we may place restrictions on your use of our service to the extent that your use exceeds the use by similarly situated customers. You understand that bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result our need to place restrictions on your use of the Service. We will be reasonable in our response and will warn you ahead of time before problems arise.

### 2. CONTACT INFORMATION

You are required to provide us with accurate information when setting up your account and during the course of our relationship. On occasion, we may need to communicate with you by email about your service. You agree to maintain a working email address that is monitored daily. We have no responsibility or liability for interruptions in service based on communications that are misdirected, blocked or otherwise not received as a result of your failure to provide us with updated contact information.

All of our regular contact with customers is done by email. The primary contact in our records (the email address you use when signing up for a site) is considered by us to be our customer. Only that entity may request changes to your account.

### 3. PAYMENT

You are responsible for the fees and charges displayed on our pricing page or on your subscription page in the backroom of your website. When money is due, your website will remain visible to the public but you will be unable to edit your site until payment is made. If you wait longer than 30 days to make payment, your website will be removed from the public's view. After 60 days your website and all the contents of it will be deleted.

### 4. BILL DISPUTES

If ever you have an issue with a bill, we will work with you to resolve it.

Prices are subject to change but you will be notified in advance of any changes via the email you signed up with and in your subscription section in your backroom.

### 5. REFUNDS

After initial payment for your site you have 10 days to cancel your account and request a refund. You will receive a full refund for your site minus a \$10 fee for the domain name if we have purchased one for you.

## 6. CANCELLATIONS

You may cancel your account at any time by simply stopping payment when it comes time to renew. We would appreciate a written notice of your intent cancel. If given written notice we can help you save your website content which you can then use with us in the future, or use for your own purposes.

We have the right to pull down your site or cancel your account at any time without a refund if we deem it necessary for any reason including nonpayment or inappropriate content. If we have to temporarily pull down your site, we will notify you at the time your site is pulled down. If we have to cancel and delete your account, we will notify you ahead of time so you can save content if so desired.

Upon termination or cancellation, your account will be closed. We have no responsibility to forward email or website traffic or other communications for you once your account is closed.

## 7. YOUR REPRESENTATIONS

You represent and warrant to Functioning Design (Acting Faith) that: (1) you have understanding of our service; (2) that in entering into this TOS, you will not violate any applicable laws and regulations; and (3) that you will pass through the terms of our TOS to your system users. You expressly warrant that you own the entire right, title and interest to, or have an appropriate license to use, all materials provided to Functioning Design (Acting Faith), or which may be accessed or transmitted using our service.

## 8. DISCLAIMERS

THE SERVICE IS PROVIDED ON AN AS-IS BASIS. FUNCTIONING DESIGN HAS NOT, AND DOES NOT, MAKE ANY WARRANTIES WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND TITLE. FUNCTIONING DESIGN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. FUNCTIONING DESIGN IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO, OR FROM, YOU OR STORED BY YOU OR AN END USER VIA THE SERVICE PROVIDED BY US. FUNCTIONING DESIGN SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY FUNCTIONING DESIGN NO WARRANTIES MADE BY THESE THIRD PARTY ENTITIES TO FUNCTIONING DESIGN SHALL BE PASSED THROUGH TO YOU, NOR SHALL YOU CLAIM TO BE A THIRD PARTY BENEFICIARY OF SUCH WARRANTIES.

THIS WARRANTY DISCLAIMER EXTENDS TO ANY ORAL OR WRITTEN INFORMATION YOU MAY HAVE RECEIVED FROM FUNCTIONING DESIGN, ITS EMPLOYEES, THIRD-PARTY VENDORS, AGENTS OR AFFILIATES. YOU MAY NOT RELY ON SUCH INFORMATION.

SOME STATES DO NOT ALLOW FUNCTIONING DESIGN TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO 90 DAYS FROM THE EFFECTIVE DATE FOR AN INDIVIDUAL SERVICE.

#### 9. LIMITATION OF LIABILITY

You agree that Functioning Design has no liability, whatsoever, for unauthorized access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of, data, information or content, transmitted, received, or stored on our system.

#### 10. THIS TOS

This TOS is subject to change. You are responsible to keep yourself updated on the TOS which can be found in the footer of our website at [ActingFaith.com](http://ActingFaith.com) for download in PDF format.

#### 11. GENERAL PROVISIONS

Notices will be sent to you at the email address you provide to us. It is your obligation to ensure that we have the most current email address for you in our records. We do not communicate in writing, as we are a mostly paperless company.

Please refer to our website, [ActingFaith.com](http://ActingFaith.com), for contact information for most issues, including technical support and billing. Notices regarding this TOS and other Functioning Design policies should be directed to:

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Athens, TN 37303