

Terms of Service

Effective Date: June 5th, 2025

Welcome to Phos Site L.L.C. (“Company”, “we”, “our”, or “us”). These Terms of Service (“Terms”) govern your access to and use of our website-building platform and related services (the “Service”). By using our Service, you (“Customer”, “you”, or “your”) agree to be bound by these Terms.

If you do not agree to these Terms, do not use our Service.

1. Eligibility

You must be at least 18 years old and have the authority to enter into this agreement on behalf of the church or organization you represent.

2. Services Provided

Phos Site L.L.C. offers a cloud-based platform that enables churches and religious organizations to design, manage, and host websites. Features may include:

- Customizable website templates
- Hosting and domain management
- Media and sermon uploads
- Blog and news management

We reserve the right to add, change, or remove features at any time.

3. User Accounts

To access the Service, you must create an account and provide accurate, current information. You are responsible for maintaining the confidentiality of your account credentials. You are responsible for all activities under your account.

4. Acceptable Use

You agree not to use the Service to:

- Host or transmit unlawful, harassing, or offensive content
- Infringe on any third party's intellectual property rights
- Distribute malware or other harmful code
- Send unsolicited email or spam
- Engage in fraudulent or deceptive practices

We reserve the right to suspend or terminate accounts that violate this policy.

5. Content Ownership

You retain all rights to the content you upload, publish, or store on your website. However, by using our platform, you grant us a limited, non-exclusive, worldwide license to host and display your content as necessary to provide the Service.

You are solely responsible for ensuring that your content complies with applicable laws and does not violate the rights of third parties.

6. Intellectual Property

All software, technology, templates, and branding provided by Phos Site L.L.C. remain our property or that of our licensors. You may not reverse-engineer, modify, or redistribute any part of our platform without written permission.

7. Payment and Subscription

Access to certain features may require a paid subscription. By subscribing, you agree to pay all applicable fees on time.

- **Billing:** Fees are billed monthly or annually in advance, depending on your selected plan.
 - **Refunds:** Except where required by law, payments are non-refundable.
 - **Cancellation:** You may cancel at any time through your account dashboard. Service will continue until the end of the current billing period.
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8. Termination

We may suspend or terminate your access to the Service if you violate these Terms or misuse the platform. Upon termination:

- Your right to use the Service ends
 - Your website and data may be permanently deleted after 30 days
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9. Disclaimer of Warranties

The Service is provided “as is” and “as available.” We do not warrant that it will be error-free, uninterrupted, or meet your specific needs. To the maximum extent permitted by law, we disclaim all warranties, express or implied.

10. Limitation of Liability

To the extent permitted by law, Phos Site L.L.C. is not liable for any indirect, incidental, or consequential damages, including lost profits or data, arising from your use of the Service.

Our total liability for any claim related to the Service is limited to the amount you paid us in the six (6) months prior to the event giving rise to the claim.

11. Privacy

We collect and use your data as described in our Privacy Policy. By using the Service, you consent to our data practices.

12. Modifications to Terms

We may update these Terms from time to time. We will notify you of material changes by email or through the platform. Continued use of the Service after the effective date constitutes your acceptance of the revised Terms.

13. Governing Law

These Terms are governed by the laws of the State of Missouri, without regard to conflict of law principles. Any legal dispute must be brought in the courts located in Platte County, Missouri.

14. Uptime Guarantee and Service Level Agreement (SLA)

Phos Site L.L.C. strives to provide a reliable and high-quality service with minimal interruptions. We aim to maintain high availability and performance for your website, but there are certain factors beyond our control that may occasionally cause service interruptions. This section outlines our uptime guarantee and your rights in case of service disruptions.

a. Uptime Commitment

Phos Site L.L.C. commits to a monthly uptime of 99% ("Uptime Guarantee") for the core platform services, including hosting, website functionality, and access to your website. Uptime is calculated as the total available time (measured in hours) minus the time the service is unavailable (due to maintenance or unplanned outages), divided by the total time in the month.

b. Exclusions to Uptime Guarantee

The Uptime Guarantee does not apply to:

- **Scheduled Maintenance:** We may periodically perform maintenance, updates, and upgrades to improve our platform. We will provide at least 24 hours' notice in advance for scheduled maintenance, unless an emergency arises. Maintenance periods are excluded from uptime calculations.
- **Third-Party Services:** Services provided by third-party vendors, such as Stripe, PayPal, or other integrations, are outside our control. Any downtime resulting from third-party service failures will not count toward the Uptime Guarantee.
- **Customer-Related Issues:** Issues caused by your own equipment, configuration errors, internet connectivity, or misuse of the platform will not be considered a failure of our service.
- **Initial Set Up:** There will be 168 hours for Phos Site L.L.C. to set up hosting service. This time period will not count towards the Uptime Guarantee.

c. Service Availability

We will use commercially reasonable efforts to ensure that the service is available 24/7, excluding planned maintenance windows. In the event of a service outage or significant disruption:

We will attempt to resolve the issue as quickly as possible.

We will provide updates through email or the platform's status page, as applicable, to keep you informed of the situation.

d. Remedy for Uptime Guarantee Failure

If Phos Site L.L.C. fails to meet the 99.9% uptime guarantee in a given calendar month, you are eligible for a service credit equal to 5% of your monthly subscription fee for each full hour of downtime (subject to a maximum credit of 100% of the monthly fee). To request a service credit, you must:

- Submit a written request to support@phossite.com within 30 days of the outage.
- Include the details of the downtime (date, time, and duration) in your request.
- Service credits are the sole remedy for any failure to meet uptime commitments.

e. Disclaimer

While we make every effort to provide high availability, Phos Site L.L.C. is not responsible for any direct or indirect damages resulting from downtime or loss of service. In no event will we be liable for any business losses, revenue, or reputation damages incurred due to service interruptions.

15. Third-Party Integrations

Phos Site L.L.C. may offer integrations with third-party services to provide features such as online donations, payment processing, video streaming, analytics, and other functionalities (“Third-Party Services”). Examples include, but are not limited to, Stripe, PayPal, Tithe.ly, Pushpay, YouTube, and Google Analytics.

By enabling or using any Third-Party Service through the platform, you agree to the following:

a. Separate Legal Relationship

Your use of Third-Party Services is governed solely by your agreement(s) with those providers. Phos Site L.L.C. is not a party to, nor responsible for, the terms, privacy practices, or performance of any Third-Party Service.

b. Responsibility and Compliance

You are solely responsible for:

- Ensuring compliance with the applicable terms of service and privacy policies of each Third-Party Service you use
- Creating, managing, and maintaining accounts with those providers
- The accuracy and legality of any data you transmit to or receive from such services
- Handling all related financial, legal, or tax obligations, including donations, refunds, chargebacks, and payment disputes

c. Data Sharing and Authorization

By enabling a Third-Party Service, you authorize Phos Site L.L.C. to share relevant data (such as transaction metadata, user information, and content) as required to facilitate integration and functionality. We will only share data necessary to operate or enhance the integration, in accordance with our Privacy Policy.

d. Availability and Support

Phos Site L.L.C. does not guarantee the availability, reliability, or continued support of any Third-Party Service. We may modify, restrict, or discontinue integrations at any time, with or without notice. It is your responsibility to ensure alternative arrangements if critical services are affected.

e. Disclaimer

Phos Site L.L.C. is not liable for any loss, damage, or liability arising from your use of or reliance on Third-Party Services, including service outages, data breaches, inaccurate data, or financial losses.

16. Force Majeure

FaithSite Builder shall not be liable for any failure to perform or delay in performance of any of our obligations under these Terms of Service caused by, or resulting from, a Force Majeure Event. A Force Majeure Event includes, but is not limited to:

- Acts of God (such as earthquakes, floods, hurricanes, or other natural disasters)
- War, terrorism, or acts of violence
- Government actions, laws, or regulations (including restrictions, embargoes, or shutdowns)
- Strikes, labor disputes, or other industrial disturbances
- Network failures or disruptions caused by third-party vendors, including internet service providers, cloud providers, or payment processors
- Pandemics, epidemics, or public health emergencies
- Unavailability of materials, supplies, or services from suppliers or vendors

If a Force Majeure Event occurs, the affected party will make reasonable efforts to mitigate the impact of the event and resume performance as soon as possible. However, if the event lasts for more than 30 consecutive days, either party may terminate the affected part of this agreement without liability, by providing written notice to the other party.

During a Force Majeure Event, any performance delays or non-performance will not be deemed a breach of this agreement, and the affected party will be excused from performance for the duration of the event.

17. Contact Us

If you have questions about these Terms, contact us at:

Phos Site L.L.C.

123 W Mill St, Platte City, MO, 64079

Email: support@phossite.com