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Integer.Systems Terms and Conditions of Use

By signing up for the Integer Systems service ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). Any new features or tools that are added to the current Service shall be also subject to the Terms of Service. You can review the most current version of the Terms of Service at any time at: http://www.integer.systems.com/terms.

Integer Systems reserves the right to update and change the Terms of Service by posting updates and changes to the Integer Systems website. Regardless of whether Integer Systems has provided you individual notice, your continued use of the Service following Integer Systems' notice or posting of changed Terms of Service will constitute your acceptance of such changes. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

Account Terms

You must be 18 years or older to use this Service.

You must provide your full legal name, a valid email address, a valid credit card, credit card billing information, and any other information needed in order to complete the signup process.

You are responsible for keeping your password secure. Integer Systems cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

If you are registering a new domain name or using a previously registered domain name in conjunction with the Service, your use of the domain name is subject to the terms and conditions of the agreement between you and your domain name service provider, and not with Integer Systems.

You may not use the Integer Systems service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of the United States and the state of California.

You are responsible for all activity and content (data, graphics, photos, links) that is uploaded to your Integer Systems account.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Account Terms as determined in the sole discretion of Integer Systems will result in an immediate termination of your services.

General Conditions, Rights, and Responsibilities

You must read, agree with and accept all of the terms and conditions contained herein and in the Privacy Policy before you may become a member of Integer Systems.

We reserve the right to modify or terminate the Service for any reason, without notice at any time.

We reserve the right to refuse service to anyone for any reason at any time.

Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied, or statutory.

Integer Systems does not warrant that the service will be uninterrupted, timely, secure, or error-free.

Integer Systems does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You understand that your Content, not including Credit Card information and Personally Identifiable Information (PII) outlined in our Privacy Policy, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information and Personally Identifiable Information (PII) are always encrypted during transfer over networks.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Integer Systems does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

You expressly understand and agree that Integer Systems shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the service.

In no event shall Integer Systems or our suppliers be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with our site, our services, or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference or your violation of any law or the rights of a third party.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Integer Systems.

All rights, title, and interest in and to Integer Systems and Integer Systems developed, licensed, or owned technology will remain solely with Integer Systems. You agree not to directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from Integer Systems or Integer Systems.

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Verbal or written abuse of any kind (including threats of abuse or retribution) of any Integer Systems member or customer, or Integer Systems employee, member, or officer will result in immediate account termination.

We do not claim any intellectual property rights over the material and source code you provide to the Integer Systems service. All material you upload remains yours. By uploading images and textual content to Integer Systems, you agree to allow other internet users to view them and you agree to allow Integer Systems to display and store them and you agree that Integer Systems can, at any time, review all the content submitted by you to its Service. You can hide your Integer Systems services including the images and textual content associated with the service at any time from your website administration screen. This will not remove the content you have stored on the Service and you can make the service visible again from the same administration screen.

Our products may include the Adobe Creative SDK and other intellectual property licensed from Adobe Systems Incorporated. You must agree to the SDK license terms at http://www.adobe.com/legal/general-terms.html and http://www.adobe.com/go/creative_sdk_terms before you can use and access the Adobe Creative SDK and related intellectual property.

The failure of Integer Systems to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and Integer Systems and govern your use of the Service, superseding any prior agreements between you and Integer Systems (including, but not limited to, any prior versions of the Terms of Service).

Questions about the Terms of Service should be sent to info@zipboss.com.

Payment of Fees

You will pay all fees due according to the prices applicable to your Services. Any installation or setup fees and non-recurring charges, along with the first month's recurring charges, shall be due and payable immediately upon initiation of Service. Thereafter, recurring fees will be charged in advance to your credit card.

If your credit card is invalid or you are otherwise past due in your payments for any reason, the Service may be terminated and removed from Integer Systems' servers by Integer Systems with or without notice, and all the information contained within deleted permanently. Integer Systems accepts no liability for information or content that is deleted due to an invalid credit card or where your payments are past due. Reactivation of the Service after termination or cancellation for any reason shall require the payment of any past-due payments, applied interest or fees if any, any applicable setup fees, and the first month's recurring charges at the then-current Service rates.

You can upgrade or downgrade between available plans at any time. An upgrade or downgrade will take effect on the first day of the next billing cycle. You will be automatically charged, via your credit card, any and all recurring charges based upon your upgrade or downgrade.

Integer Systems may modify its billing practices or late payment charges at any time by providing you with prior written notice of the modification.

Integer Systems at its discretion may offer discounts or special offers from time to time.

All charges to your account and all payments received will be available to view from your Integer Systems administration console.

Integer Systems may use your credit card on file (PCI Compliant Practices are exercised in utilizing and managing credit card information) to recover late fees and/or payments from outstanding invoices or balances due on your account. Recovery charges will be processed if the outstanding amount is 2 days late or more.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

Deposits are not refundable.

Integer Systems will provide customers with written notice of changes in billing terms 14 days before the change will take effect.

Integer Systems will refund the client if it has been determined that a billing error has occurred, or if the client has been erroneously overcharged.

Term and Termination

The term of this agreement will commence on the date you click the acknowledgment box or signed this document to acknowledge that you have read, understood, and agree to these Terms of Service and will remain in effect for a period of time not less than one billing cycle. You may cancel your account at any time by contacting Integer Systems at info@zipboss.com.

Once your account is canceled all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.

We reserve the right to modify or terminate the Integer Systems service for any breach of terms found in this document as well as in cases where business continuity is applicable.

Without limiting any other remedies, Integer Systems may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance, escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

Service Level Agreement

We provide the following support and service level agreement to subscription accounts that are current and in good standing without disputes of any kind:

- 12 hour response time for tickets
- 4 hour response time for critical tickets
- Online Chat Support
- Standard Resolution via Email
- Conference calls available for critical issues

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- Assigned Account Manager
- All Integer Systems Hosted Platforms and API Services have a 99.8% uptime commitment
- All 3rd Party Hosted Platforms will be managed to their own Service Level Agreement and not by Integer Systems

Ownership & Transfer

Any website you develop on the Integer Systems platform or that Integer Systems develops for you, will be wholly owned by you. All website code (with the exception of proprietary platform code), content, data, templates, and materials produced specifically for this Website Project will be available to you for full use in addition to being owned by you. The website is however hosted on the Integer Systems platform which leverages the Integer Systems shared hosting, platform engine, and API source code all of which are considered proprietary software. All references/uses of Integer Systems proprietary source code are contained within the Integer Systems API and Platform Codebase. You may reuse these materials on any marketing materials or website platforms you choose. You may transfer all website code, content, data, and template materials to a new owner who would then assume all contract responsibilities as well as any subscription plans and agreements on the account if managed through the Integer Systems platform. You will also be given the ability to download a code complete package after every build completion and/or revision should you decide to eventually host the solution within your own platform and/or use another shared hosting provider. Should you decide to host on your own or through another shared hosting provider, Integer Systems can provide (on an annual subscription basis), a standalone version of the Integer Systems API and Platform Codebase including all source code necessary to operate your website in order to allow the client "plug-and-play" portability of the solution from one shared hosting platform to another. The annual subscription fee for hosting Integer Systems API and Platform Codebase that is leveraged in this solution should this API be moved and required external to the Integer Systems Platform will be documented and clearly defined in the Website Project Agreement.

Business Continuity

If Integer Systems acquires or is acquired by another company or merges with another company, any and all proprietary source code, supporting libraries, and content including images and files stored and managed on the Integer Systems platform will remain with Integer Systems or the acquiring or newly merged entity.

In the event of Integer Systems' termination and filing of a non-operation status, any and all proprietary source code, supporting libraries, and content including images and files stored and managed on the Integer Systems platform will be packaged and transferred to you. A step-by-step installation guide will be provided to you to install the packaged application on the Amazon Web Services platform or current cloud platform technology. All packaged code will have been tested and verified before transference. It is your responsibility to install the packaged application on the Amazon Web Services platform or current cloud platform technology. Any costs associated with the Client hosting directly through the Amazon Web Services platform will be your responsibility.

Limitation of Liability

You agree to not hold Integer Systems or Integer Systems' agents or employees liable for any incidental or consequential damages that arise from Integer Systems' inability to perform any aspect of the project in the proposed estimates, regardless of whether such failure was caused by intentional or negligent acts or omissions of Integer Systems or you, any associative representatives or employees, or a third party.

Modifications to the Service and Prices

Fees for using Integer Systems are subject to change upon a 10-day written notice from Integer Systems unless otherwise stipulated in a Software Developer Agreement Addendum (SDAA). Such notice may be provided at any time by posting the changes to the Integer Systems Site (Integer Systems), via email to you, or through the administration page of your Integer Systems account.

Integer Systems reserves the right at any time to modify or discontinue, the Service (or any part thereof) with or without notice.

Integer Systems shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.