



TERMS AND CONDITIONS

Comprehensive Agreement Governing All Products and Services

Last Updated: 11/22/2025

guru-is.com

GURU INTERNET SERVICES LLC

TERMS AND CONDITIONS

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These Terms and Conditions constitute a legally binding agreement between Guru Internet Services LLC, referred to as "Guru Internet Services," "Guru," "Provider," "we," "us," or "our," and the individual, business, organization, governmental entity, or other person purchasing, receiving, accessing, or using our products or services, referred to as the "Client," "Customer," "you," or "your."

These Terms apply to all products and services offered or provided by Guru, including website design and development, custom programming, software, plugins, Software-as-a-Service products, web hosting, domain and DNS services, email services, website maintenance, technical support, consulting, search engine optimization, local visibility services, reputation management, social media services, advertising management, telecommunications services, messaging services, marketing services, and related professional services.

Please read these Terms carefully before purchasing or using any Service.

By checking the applicable acceptance box during checkout, submitting an order, accepting a proposal or quote, paying an invoice after being provided access to these Terms, creating or using an account, electronically approving work, or otherwise purchasing, accessing, or using a Service, you acknowledge that:

1. You have read and understood these Terms.
2. You agree to be legally bound by these Terms.
3. You agree to our Privacy Policy.
4. You are legally authorized to enter into this agreement.
5. If acting on behalf of a business or other entity, you have authority to bind that entity.
6. You consent to conducting the transaction and receiving records electronically.

If you do not agree to these Terms, do not purchase, access, or use the Services.

1. DEFINITIONS

For purposes of these Terms:

"Agreement" means these Terms and Conditions together with the applicable Order Document, Privacy Policy, written change orders, addenda, amendments, and other documents expressly incorporated by reference.

"Client Materials" means all text, photographs, images, videos, graphics, logos, trademarks, trade names, business information, products, pricing, claims, testimonials, reviews, customer information, data, documents, software, code, account information, credentials, instructions, policies, and other materials supplied, selected, authorized, or approved by the Client.

"Confidential Information" means non-public business, technical, financial, operational, marketing, customer, credential, pricing, strategic, software, or other proprietary information disclosed by either party.

"Deliverables" means the final work product expressly identified as a deliverable in the applicable Order Document.

"Order Document" means a checkout order, accepted proposal, quote, invoice, service description, scope of work, statement of work, addendum, change order, email confirmation, or other written description of Services provided by Guru and accepted by the Client.

"Provider Materials" means Guru's pre-existing or independently developed intellectual property, software, plugins, systems, platforms, frameworks, templates, tools, processes, methods, source code, reusable code, documentation, configurations, workflows, designs, development techniques, trade secrets, and know-how.

"Scope" means the specific Services, features, deliverables, revisions, responsibilities, pricing, payment schedule, and other items expressly included in an applicable Order Document.

"Services" means any product, service, subscription, license, hosting account, website, software, support, consulting, marketing, advertising, maintenance, telecommunications, or other work purchased from or provided by Guru.

"Third-Party Services" means any product, account, platform, software, plugin, theme, hosting provider, domain registrar, payment processor, advertising platform, search engine, social network, telecommunications carrier, application programming interface, artificial intelligence provider, analytics system, email provider, or other service not owned and exclusively controlled by Guru.

2. ELECTRONIC ACCEPTANCE AND ELECTRONIC RECORDS

You consent to conducting transactions with Guru electronically.

Your electronic acceptance of these Terms constitutes your electronic signature and has the same force and effect as a handwritten signature to the fullest extent permitted by law.

Electronic acceptance may include:

- Checking an acceptance box.
- Clicking an order or payment button after being presented with these Terms.
- Electronically accepting a proposal.
- Submitting an online order.
- Paying an invoice after being provided with these Terms.
- Signing electronically.
- Creating or activating an account.
- Continuing to use a recurring Service after receiving applicable renewal or modification notice.

You agree that electronic notices, approvals, invoices, proposals, disclosures, records, and communications may satisfy any legal or contractual requirement that information be provided in writing.

Guru may retain records showing:

- The date and time of acceptance.
- The version of the Terms accepted.
- The order, proposal, or invoice accepted.
- The Client's name and business information.
- The Client's email address.
- The internet protocol address associated with acceptance.
- Browser or device information.
- Account activity.
- Payment information.
- Acceptance-box status.
- Other information reasonably related to the transaction.

Guru's electronic records may be used as evidence of the Agreement and the Client's acceptance.

You acknowledge that you can access, read, download, save, and print these Terms. You may request a copy from Guru.

If applicable law requires additional electronic-record disclosures for a particular consumer transaction, those disclosures will apply in addition to these Terms.

Withdrawal of consent to electronic communications does not affect the validity of a prior electronic transaction and may prevent Guru from continuing to provide Services that require electronic communications.

3. AUTHORITY TO BIND A BUSINESS

If you purchase or use Services for a corporation, limited liability company, partnership, nonprofit organization, governmental entity, professional practice, or other organization, you represent and warrant that you have authority to bind that organization.

You agree that both you and the purchasing organization may be responsible for obligations arising from the transaction if you lacked authority or misrepresented your authority.

Services are primarily offered for business and commercial purposes.

Any non-waivable consumer rights required by applicable law will continue to apply when a person legally qualifies as a consumer.

4. AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE

The Agreement between Guru and the Client consists of:

1. These Terms and Conditions.
2. The applicable Order Document.
3. Any written change order, addendum, or amendment accepted by both parties.
4. The Privacy Policy.
5. Any service-specific policy expressly incorporated into the Order Document.

Each Order Document is incorporated into these Terms by reference.

If there is a direct conflict between documents, the following order of precedence applies:

1. A later written amendment or change order that expressly modifies a specific provision.
2. The applicable Order Document, but only regarding service-specific Scope, pricing, payment schedule, term, deliverables, revisions, and timeline.
3. These Terms and Conditions.
4. General website descriptions, advertisements, brochures, presentations, or marketing materials.

An Order Document modifies these Terms only when it clearly provides a different service-specific requirement or expressly identifies the provision being modified.

Statements made during sales calls, meetings, demonstrations, text messages, or informal communications do not modify the Agreement unless included in an accepted Order Document or written amendment.

These Terms are intended to serve as Guru's general master service agreement. A separate signed service agreement is not required unless Guru determines that a particular transaction requires additional or different terms.

5. ACCOUNT SETUP, CONTACT INFORMATION, AND FRAUD SCREENING

Guru may establish or activate an account only after:

- Required payment has been received and cleared.
- The transaction has been reviewed for fraud or risk.
- Required Client information has been provided.
- Necessary third-party accounts or authorizations have been established.

The Client must provide complete, accurate, and current information.

The Client must maintain a valid email address that is accessible independently of any domain, website, hosting account, or email service managed by Guru.

If Guru needs to contact the Client regarding billing, abuse, security, service interruption, renewal, cancellation, or another important issue, Guru may use the primary email address on file.

The Client is responsible for keeping that address current.

Providing false, incomplete, misleading, or unverifiable contact or business information may result in denial, suspension, or termination of Services.

For dedicated servers, high-risk transactions, suspected fraudulent transactions, or transactions requiring enhanced verification, Guru may request:

- Government-issued identification.
- Proof of business identity.
- Proof of address.
- Proof that the Client is authorized to use a payment method.
- A redacted or securely submitted payment verification document.
- Additional documentation reasonably necessary to confirm identity or authorization.

Guru may deny an order if the Client does not satisfy reasonable verification requirements.

Guru may deny, suspend, or terminate an order involving a Client or related party with a prior unpaid balance, fraudulent transaction, material violation, abuse issue, or improper chargeback.

6. ENGAGEMENT AND SCOPE OF SERVICES

The Client engages Guru to provide the Services described in the applicable Order Document.

Guru will use commercially reasonable efforts to perform the Services professionally and in a timely manner.

The Services are limited to the Scope expressly stated in the applicable Order Document.

Items not expressly included are excluded.

Excluded work may include:

- Additional website pages.
- Additional revisions.
- Additional written content.
- Additional graphics or images.
- Additional products or data entry.
- New integrations or functionality.
- Content migration not expressly included.
- Legal or regulatory compliance review.
- Accessibility remediation.
- Tax or accounting services.
- Ongoing maintenance or support.
- Software licenses.
- Stock media.
- Advertising spend.
- Third-party transaction fees.
- Domain fees.
- Telecommunications usage.
- Emergency or expedited work.
- Source files or editable working files.
- Services required because of Client delay, incorrect information, or changed instructions.

Guru may reject, postpone, or decline a request that is:

- Outside the Scope.
- Technically impractical.
- Commercially unreasonable.
- Inconsistent with Guru's standards.
- Unlawful or unethical.
- Harmful to another person.

- Contrary to third-party policies.
- Likely to create legal, security, technical, or reputational risk.

Guru's decision to perform a courtesy adjustment or additional service without charge does not modify the Scope or waive Guru's right to charge for similar or future work.

7. COMMENCEMENT OF SERVICES

Unless otherwise stated, Guru is not required to begin Services until:

1. The required deposit, setup fee, initial payment, or first recurring payment has been received and cleared.
2. The Client has accepted these Terms.
3. Required Client Materials have been received.
4. Required account access and credentials have been provided.
5. Any necessary third-party account or platform requirements have been satisfied.

Guru may schedule work based on the date all commencement requirements are completed rather than the date the proposal or invoice was initially issued.

8. CLIENT RESPONSIBILITIES

The Client agrees to:

1. Provide complete and accurate business information.
2. Provide all requested Client Materials.
3. Provide necessary account access, credentials, permissions, and authorizations.
4. Maintain active and properly funded third-party accounts when required.
5. Review Guru's communications and requests promptly.
6. Provide clear, consolidated, and timely feedback.
7. Review and approve drafts, designs, pages, content, functionality, campaigns, and Deliverables.
8. Make all payments when due.
9. Maintain secure passwords and appropriate account permissions.
10. Notify Guru promptly of any change in ownership, billing, contact information, personnel, domain control, platform access, or business status affecting the Services.
11. Test applicable Deliverables before launch or publication.
12. Verify the accuracy and legality of all Client Materials.
13. Comply with applicable laws, regulations, licenses, and third-party platform policies.
14. Cooperate with Guru in good faith.
15. Identify the individuals authorized to provide instructions and approvals.

Guru may rely upon instructions, information, approvals, and requests received from:

- The Client.
- An owner, officer, employee, agent, or representative of the Client.
- A person using an authorized Client email address or account.
- A person whom the Client has presented as an authorized contact.

The Client is responsible for its internal approval process and for resolving conflicting instructions among its owners, employees, or representatives.

9. TIMELINES AND COMPLETION ESTIMATES

Any timeline is an estimate unless the applicable Order Document expressly identifies it as a guaranteed deadline.

Guru will use commercially reasonable efforts to meet an estimated timeline, subject to:

- The Client's cooperation.

- Timely payment.
- Timely delivery of Client Materials.
- Timely approvals.
- The complexity of the Scope.
- Third-party dependencies.
- Changes requested by the Client.
- Circumstances outside Guru's reasonable control.

If no timeline is stated for a standard website-development project, Guru's general completion goal is approximately thirty days after Guru receives all required payments, materials, access, information, and approvals necessary to begin.

Certain projects may require longer than thirty days because of:

- Project size.
- Custom development.
- Complex functionality.
- Integrations.
- Data migration.
- E-commerce requirements.
- Content requirements.
- Third-party approvals.
- Platform limitations.
- Testing requirements.
- Other circumstances reasonably affecting completion.

Guru is not responsible for delays caused by the Client, a third party, or circumstances outside Guru's reasonable control.

10. CLIENT-CAUSED DELAYS

The Client must provide requested materials, access, instructions, feedback, approvals, or cooperation within thirty days after Guru's request unless another deadline is stated.

A Client-caused delay may:

- Extend the project timeline.
- Require rescheduling.
- Remove the project from Guru's active production schedule.
- Require reactivation or restart fees.
- Create additional project-management or administrative charges.
- Require rework.
- Affect pricing.
- Delay launch.
- Cause third-party pricing or availability to change.

Guru is not liable for any missed deadline, business interruption, loss, or damage caused by Client delay.

If a Client-caused delay continues for more than thirty days, Guru may:

1. Pause the Services.
2. Revise the completion estimate.
3. Invoice for work already performed.
4. Require payment of outstanding installments.
5. Require an additional fee to resume work.

6. Close or terminate the project.

7. Treat later work as a new project.

A project pause or closure resulting from Client delay does not entitle the Client to a refund and does not eliminate existing payment obligations.

11. PLACEHOLDER, STOCK, AND AI-ASSISTED CONTENT

If the Client does not provide required content, images, data, or instructions on time, Guru may use:

- Placeholder text.
- Filler text.
- Stock images.
- Temporary images.
- Sample data.
- Artificial intelligence-assisted content.
- Temporary graphics.
- Other substitute materials.

The purpose of these materials may be to demonstrate layout, continue development, or avoid unnecessary project delay.

The Client is responsible for reviewing, correcting, replacing, approving, and verifying such materials before launch or publication.

Guru does not guarantee that placeholder, stock, or artificial intelligence-assisted content is:

- Factually accurate.
- Complete.
- Unique.
- Legally sufficient.
- Appropriate for a regulated industry.
- Free from similarity to existing material.
- Suitable for publication without Client review.

The Client must independently verify:

- Names.
- Contact information.
- Pricing.
- Products.
- Services.
- Professional claims.
- Medical claims.
- Financial claims.
- Legal claims.
- Technical claims.
- Testimonials.
- Reviews.
- Disclosures.
- Copyright and licensing.
- Regulatory requirements.

12. MILESTONES, REVIEW, AND APPROVAL

Guru may submit designs, layouts, content, pages, software features, campaigns, advertisements, proofs, drafts, or other work for Client review.

The Client must respond by the deadline stated by Guru.

If no deadline is stated, the Client must respond within five business days.

Feedback should be complete, specific, and consolidated.

Deemed Approval

If the Client does not respond within the applicable deadline, Guru may treat the submitted work as approved and may proceed to the next phase.

Guru may rely upon:

- Written approval.
- Verbal approval confirmed in writing.
- Payment of a milestone invoice.
- Payment of the final invoice.
- A request to proceed.
- A request to launch.
- Failure to timely object.
- Publication by the Client.
- Continued use of the Deliverable.

Once a milestone, design, layout, page, feature, or content item has been approved, a later change may be considered additional work.

The Client is responsible for reviewing:

- Spelling.
- Grammar.
- Contact information.
- Business information.
- Pricing.
- Products and services.
- Images.
- Links.
- Forms.
- Buttons.
- Navigation.
- Disclosures.
- Policies.
- Claims.
- Functionality.
- Mobile presentation.
- General accuracy.

Guru is not responsible for an error, omission, or inaccuracy that the Client approved or reasonably should have identified during review.

13. TESTING, LAUNCH, AND ACCEPTANCE

The Client shall inspect and test applicable Deliverables before launch, publication, or final acceptance.

Testing should include, where applicable:

- Website pages.
- Navigation.
- Links.
- Buttons.
- Forms.
- Email notifications.
- Contact information.
- Mobile presentation.
- Desktop presentation.
- Checkout processes.
- Payment processes.
- Booking tools.
- Integrations.
- User accounts.
- Permissions.
- Products.
- Pricing.
- Calculations.
- Data.
- Software functionality.

The Client must promptly report identified issues in writing and provide enough detail for Guru to reproduce and investigate the issue.

The Client's approval to launch, payment of the final invoice, failure to timely object, publication, or continued use may be treated as acceptance.

Unless otherwise stated, the Client must report a reproducible defect caused solely by Guru's work within the original Scope within fourteen days after launch or delivery.

Guru will use commercially reasonable efforts to correct a properly reported, reproducible, in-scope defect.

This correction obligation does not apply to:

- New requests.
- Changed requirements.
- Client changes.
- User error.
- Client Materials.
- Third-party changes.
- Third-party failures.
- Browser updates.
- Plugin or theme updates.
- Platform changes.
- API changes.
- Software updates.
- Malware.
- Unauthorized access.
- Unsupported devices.

- Hosting not controlled by Guru.
- Issues that cannot reasonably be reproduced.

Additional post-launch troubleshooting or changes may be billed at Guru's then-current rate.

Discovery of an issue does not suspend or eliminate the Client's payment obligations unless Guru expressly agrees otherwise in writing.

14. SCOPE CHANGES AND ADDITIONAL WORK

Any request not expressly included in the Scope is additional work.

Additional work may include:

- Additional pages.
- Additional revisions.
- Additional content.
- Additional products.
- New functionality.
- New integrations.
- Changes to approved work.
- Redesigns.
- Rebuilding work because of changed direction.
- Replacement of inaccurate Client Materials.
- Troubleshooting third-party systems.
- Additional meetings.
- Additional training.
- Additional data entry.
- Additional migration.
- Emergency work.
- Expedited work.
- Work caused by Client delay.
- Repeated requests.
- Reactivation after project closure.
- Work required because another person changed the Deliverable.

Guru may require a change order, quote, invoice, or written authorization before beginning additional work.

Unless a different rate is stated, additional work may be billed at Guru's then-current hourly rate, which is currently \$100 per hour.

Guru may change its standard hourly rate for future work.

A scope change or additional work may extend the timeline.

Guru's performance of a courtesy adjustment does not waive the right to charge for other additional work.

15. FEES AND PAYMENT

The Client shall pay all fees, charges, costs, expenses, deposits, installments, subscriptions, media budgets, usage charges, and third-party expenses stated in the applicable Order Document.

Unless otherwise stated:

1. Invoices are due within ten days after the invoice date.
2. Setup fees, deposits, initial payments, and first recurring payments are due before work begins.
3. Final payment for a one-time project is due before launch, transfer, publication, delivery of final files, release of credentials, or transfer of control.

4. Guru may require cleared payment before beginning or continuing work.
 5. Payments are stated and payable in United States dollars.
 6. The Client is responsible for applicable taxes other than taxes based solely on Guru's net income.
- Guru may apply a payment to the Client's oldest outstanding balance.

Standard Website Project Payment Schedule

Unless an Order Document provides a different schedule, the standard website-development payment structure may be:

- Sixty percent of the total project price before work begins.
- Forty percent upon completion and before or upon launch.

A project may instead require:

- Full payment.
- Progress payments.
- Milestone payments.
- Monthly payments.
- Recurring installments.
- Another payment structure stated in the Order Document.

Payments may be made through payment methods accepted by Guru, including approved electronic payment methods or check.

16. RECURRING BILLING AUTHORIZATION

When purchasing a recurring Service, the Client authorizes Guru and its payment processors to charge the payment method on file for:

- Recurring service fees.
- Renewal charges.
- Applicable taxes.
- Usage charges.
- Approved additional work.
- Third-party costs.
- Telecommunications charges.
- Advertising charges.
- Past-due amounts.
- Other amounts properly due under the Agreement.

Recurring charges generally occur at the interval stated in the applicable Order Document.

The Client must maintain a valid payment method and update expired, replaced, or invalid payment information.

Failure to use or access a Service does not cancel recurring billing.

The following actions do not constitute valid cancellation:

- Removing a payment method.
- Allowing a card to expire.
- Instructing a bank to decline a charge.
- Revoking platform access.
- Transferring a website.
- Disputing a payment.
- Failing to use the Service.

17. LATE PAYMENTS, INTEREST, AND COLLECTION COSTS

Guru provides a ten-day grace period after an invoice due date unless otherwise stated.

A balance outstanding for more than ten days may result in:

- A \$25 late fee.
- Interest at 1.5 percent per month.
- Interest at the maximum lawful rate if lower.
- Service suspension.
- Withholding of Deliverables.
- Collection activity.
- Termination.

The late fee and interest are in addition to the unpaid principal balance.

Guru may withhold restoration of Services until all balances have been paid and cleared.

The Client is responsible, to the fullest extent permitted by law, for:

- Unpaid fees.
- Late fees.
- Interest.
- Third-party expenses.
- Collection expenses.
- Chargeback expenses.
- Court costs.
- Reasonable attorneys' fees incurred in collecting amounts owed.

Suspension does not eliminate recurring charges or extend a minimum term.

If an account is suspended and later resumed, Guru may invoice amounts accruing during the suspension period and may require a reactivation fee.

18. PAYMENT DISPUTES AND CHARGEBACKS

The Client agrees to contact Guru and provide a reasonable opportunity to investigate and resolve a billing concern before initiating a chargeback or payment dispute.

A chargeback involving a valid and authorized charge may constitute a material breach.

Guru may respond to a dispute by providing:

- Order records.
- Checkout records.
- Acceptance records.
- Internet protocol records.
- Invoices.
- Proposals.
- Communications.
- Work records.
- Account logs.
- Deliverables.
- Proof that Services were provided.
- Other relevant evidence.

To the fullest extent permitted by law, the Client is responsible for expenses resulting from an improper chargeback, including processing fees, collection costs, and reasonable attorneys' fees.

Nothing in this Section waives a non-waivable right provided by applicable law.

19. DUPLICATE PAYMENTS

If an invoice is paid more than once because of multiple PayPal subscriptions, recurring payment profiles, duplicate transactions, or similar payment arrangements, Guru may apply the duplicate amount as a credit to the Client's account.

A duplicate amount may be non-refundable through the original payment platform when the platform does not permit or reasonably facilitate a refund.

Guru may, in its discretion, provide an account credit or another reasonable resolution after subtracting non-refundable processor fees.

20. PRICING CHANGES

Guru may change prices for future purchases at any time.

For an existing recurring Service, Guru may change the recurring price after providing reasonable notice, generally at least thirty days, unless:

- The Order Document states a different notice period.
- The increase results from taxes or regulatory charges.
- The increase results from third-party platform, software, hosting, domain, advertising, carrier, or license costs.
- The Client changes the Scope.
- Immediate action is reasonably necessary because of abuse, resource use, security, or legal requirements.

Continued use of the Service after the effective date of a properly noticed change constitutes acceptance of the new price.

Guru may modify the resources or features associated with a plan when reasonably necessary.

21. INITIAL TERM AND RENEWAL

One-Time Projects

A one-time project continues until completion, termination, cancellation, or project closure under these Terms.

Recurring Services

Unless the applicable Order Document states otherwise, all ongoing, recurring, monthly, annual, hosting, maintenance, marketing, management, software, license, advertising-management, reputation-management, or subscription Services have a minimum initial term of twelve months.

The initial term begins on the commencement date identified in the Order Document or, if no date is identified, on the date of:

- The order.
- Initial payment.
- Account activation.
- Onboarding.
- Commencement of substantive work.

After the initial term, the Service continues on a month-to-month basis unless:

- The Order Document provides an annual or other renewal period.
- Either party properly cancels or elects not to renew.
- Guru discontinues or replaces the Service.

Guru will provide automatic-renewal notices where required by applicable law.

When applicable law requires a cancellation method matching the method used for acceptance, Guru will make an appropriate electronic cancellation method available.

22. CANCELLATION BY THE CLIENT

After completing the minimum initial term, the Client may cancel an eligible recurring Service by providing at least thirty days' written notice unless the applicable Order Document requires a longer period.

A Client who accepted electronically may submit a cancellation request electronically through:

- Guru's support system.
- A designated online cancellation method.
- A designated support or account email address.
- Another written method accepted by Guru.

The cancellation request must identify:

- The Client.
- The affected Service.
- The account, domain, project, or business.
- The requested cancellation date.
- The person authorized to request cancellation.

Guru may request reasonable identity or authority verification.

Guru will provide written acknowledgment after a valid request has been received and processed.

The Client should retain that acknowledgment.

Cancellation is not effective merely because the Client:

- Stops using the Service.
- Removes payment information.
- Transfers an account.
- Revokes access.
- Disputes a charge.
- Stops payment.
- Fails to respond.
- Makes an informal verbal statement.
- Communicates with an unauthorized third party.

23. DEBOARDING PERIOD

Recurring hosting, maintenance, marketing, management, advertising, reputation-management, and similar Services require a thirty-day deboarding period after Guru receives valid cancellation notice unless otherwise stated.

The Client remains responsible for applicable fees and charges during the deboarding period.

Deboarding may include:

- Stopping campaigns.
- Removing access.
- Transferring eligible accounts.
- Preparing available Client-owned materials.
- Disabling licenses.
- Ending software access.
- Finalizing billing.
- Exporting available data.

- Performing other commercially reasonable closure tasks.

Additional migration, consulting, troubleshooting, export preparation, or transfer work may be billed separately.

24. EARLY TERMINATION

If the Client attempts to cancel, terminate, stop payment, transfer Services, revoke necessary access, or otherwise discontinue a recurring Service before the minimum term ends, the Client remains responsible for:

1. All unpaid amounts already due.
2. Work performed.
3. Time incurred.
4. Resources reserved.
5. Third-party costs.
6. Non-cancelable commitments.
7. Deliverables created.
8. Recurring fees through the remainder of the minimum term, less costs Guru is legally required to avoid or credit.

The parties acknowledge that Guru may reserve personnel, software, systems, capacity, pricing, and resources in reliance on the minimum term.

Early termination does not entitle the Client to a refund.

25. REFUNDS AND NON-REFUNDABLE PAYMENTS

Except where expressly stated or legally required, payments are non-refundable after:

- Work has begun.
- Services have been scheduled.
- Resources have been reserved.
- Onboarding has started.
- Third-party costs have been incurred.
- Access has been provided.
- A license has been activated.
- An account has been created.
- A website, campaign, software service, or other Service has begun.
- Preliminary or final work has been created.

Non-refundable charges include:

- Deposits.
- Setup fees.
- Initial payments.
- Installment payments.
- Monthly payments.
- Management fees.
- Hosting fees.
- Maintenance fees.
- Website design and development fees.
- Custom programming fees.
- Software-development fees.
- Plugin-development fees.

- Administrative fees.
- Installation fees.
- Consulting fees.
- Strategy fees.
- Research fees.
- Creative work.
- SEO fees.
- Marketing fees.
- Reputation-management fees.
- Advertising-management fees.
- Advertising spend.
- Telecommunications charges.
- Domain registrations and renewals.
- Software licenses.
- Plugin licenses.
- Theme licenses.
- Stock-media licenses.
- API costs.
- Third-party expenses.
- Work already performed.
- Capacity reserved for the Client.

No refund is due because of:

- Client delay.
- Client noncooperation.
- Failure to provide materials.
- Failure to approve work.
- Failure to use the Service.
- Dissatisfaction with business results.
- Search-ranking performance.
- Advertising performance.
- A third-party platform decision.
- A change in the Client's business or budget.
- Early cancellation.
- Suspension caused by the Client.
- A force majeure event.

Bank wire payments, Western Union payments, checks, and money orders are non-refundable unless Guru expressly approves otherwise.

A discretionary refund may be provided as an account credit and may be reduced by processor fees, work performed, and third-party expenses.

A violation of these Terms may waive an otherwise discretionary refund policy to the fullest extent permitted by law.

26. LIMITED HOSTING MONEY-BACK GUARANTEE

Guru's managed monthly shared-hosting and reseller-hosting plans may include a thirty-day money-back guarantee for first-time hosting customers.

Unless an applicable Order Document states otherwise, this limited guarantee:

- Applies only to the base fee for a qualifying monthly shared-hosting or reseller-hosting plan.
- Applies only during the first thirty days after the initial qualifying account is activated.
- Applies only to a first-time Guru hosting customer.
- Does not apply to a prior customer who cancels and later signs up again.
- Does not apply to a second account opened by an existing or former customer.
- Does not apply to a customer purchasing a different Service after a prior engagement.

The guarantee does not apply to:

- Dedicated servers.
- Semi-dedicated servers.
- Virtual private servers unless expressly included.
- Annual hosting after the guarantee period.
- Administrative fees.
- Setup fees.
- Installation fees.
- Custom software.
- Website development.
- Website production.
- Domain purchases.
- Domain renewals.
- Licenses.
- Marketing.
- Advertising.
- SEO.
- Reputation management.
- Telecommunications.
- Third-party expenses.
- Work already performed.

Dedicated servers are subject to a strict no-full-refund policy. Guru may, in its sole discretion, issue a prorated credit or no refund.

27. COUPONS AND DISCOUNTS

Unless expressly stated otherwise:

- Coupons are limited to first-time accounts or first-time customers.
- Coupons may not be combined.
- Coupons do not apply to domain registrations or renewals.
- A discount may apply only to the initial term or initial payment.
- Renewal pricing may be Guru's then-current standard price.
- A Client may not reopen an account or use another identity to obtain a first-time discount.
- The same domain may not be repeatedly enrolled using new-customer coupons.
- Discounts are not redeemable for cash.

Guru may review suspected coupon abuse, remove an improper discount, issue a corrected invoice, suspend an account, or terminate Services.

A one-time courtesy discount does not modify future pricing.

28. SUSPENSION OR TERMINATION BY GURU

Guru may suspend, pause, restrict, or terminate Services if the Client:

- Fails to pay on time.
- Breaches the Agreement.
- Fails to provide required materials.
- Fails to provide required access.
- Fails to provide approvals or cooperation.
- Uses Services unlawfully.
- Engages in abusive conduct.
- Threatens or harasses Guru personnel or vendors.
- Creates a security risk.
- Creates a technical or operational risk.
- Creates legal or reputational risk.
- Initiates an improper chargeback.
- Misrepresents identity or authority.
- Requests unlawful, unethical, or harmful work.
- Becomes insolvent.
- Ceases operations.
- Violates third-party policies.
- Uses excessive hosting resources.
- Distributes spam or malware.
- Fails to respond to an abuse or security request.

Guru may act with or without advance notice when reasonably necessary to protect systems, people, data, other customers, or third parties.

Guru is not liable for delay, interruption, downtime, lost opportunities, or other consequences of a permitted suspension.

Suspension or termination does not eliminate accrued payment obligations.

29. EFFECT OF TERMINATION

Upon termination, cancellation, or expiration:

1. All outstanding amounts become due.
2. Guru may stop providing Services.
3. Software licenses and account access may end.
4. Guru may disable hosting, maintenance, integrations, campaigns, or software.
5. Third-party licenses purchased or maintained by Guru may expire or be removed.
6. Guru may withhold Deliverables, files, credentials, transfer assistance, and migration until all amounts have been paid.
7. The Client must retrieve available Client-owned data within any deadline provided by Guru.
8. Guru has no obligation to retain Client data indefinitely.
9. Guru may permanently delete data after the applicable retention period.

Where included in the Scope and all amounts are paid, Guru will provide commercially reasonable deboarding and transfer assistance.

Guru is not required to provide:

- Unpaid work.
- Internal documents.

- Working files.
- Proprietary systems.
- Provider Materials.
- Third-party licenses.
- Software source code not expressly purchased.
- Credentials for Guru-owned accounts.
- Data that is technically unavailable.

30. EXTENUATING CIRCUMSTANCES

Guru understands that serious and unexpected circumstances may arise.

Guru may, in its sole discretion, consider a written request for:

- A payment arrangement.
- A modified deboarding process.
- An early release.
- A temporary pause.
- Another accommodation.

Consideration of a request does not waive any term or payment obligation.

An exception is binding only when expressly approved by Guru in writing.

31. OWNERSHIP OF CLIENT MATERIALS

The Client retains ownership of Client Materials.

The Client grants Guru a worldwide, non-exclusive, royalty-free license to:

- Access.
- Host.
- Copy.
- Edit.
- Modify.
- Reproduce.
- Transmit.
- Publish.
- Display.
- Distribute.
- Incorporate.

This license is limited to what is reasonably necessary to provide, administer, support, demonstrate, or complete the Services.

32. OWNERSHIP OF WEBSITE AND PROJECT DELIVERABLES

After Guru receives full and final payment of all amounts due, the Client will own the final assembled website and Client-specific Deliverables expressly created for the Client, to the extent those items are capable of transfer.

No ownership, license, transfer, or usage right vests until all amounts owed have been paid in full and cleared.

Guru may withhold:

- Launch.
- Publication.

- Transfer.
- Credentials.
- Files.
- Source files.
- Administrative access.
- Migration.
- Final Deliverables.

Guru may continue withholding those items until all amounts have been paid.

33. PROVIDER MATERIALS

Guru retains all right, title, and interest in Provider Materials.

Provider Materials include:

- Pre-existing intellectual property.
- Reusable code.
- Proprietary software.
- Plugins.
- SaaS platforms.
- Frameworks.
- Templates.
- Processes.
- Systems.
- Methods.
- Tools.
- Source files.
- Internal documentation.
- Development techniques.
- Configurations.
- Workflows.
- Trade secrets.
- Know-how.
- Drafts.
- Concepts.
- Rejected designs.
- Working files.

Payment for Services does not transfer Provider Materials unless an Order Document expressly states otherwise.

When Provider Materials are incorporated into a paid Deliverable, Guru grants the Client a limited, non-exclusive license to use them solely as incorporated into that Deliverable.

The Client may not separately:

- Extract.
- Copy.
- Resell.
- Redistribute.
- Sublicense.
- Reverse engineer.

- Commercially exploit.

Any rights not expressly granted are reserved by Guru.

34. THIRD-PARTY MATERIALS AND LICENSES

Third-party materials remain owned by their respective owners.

Third-party materials may include:

- Stock photographs.
- Stock videos.
- Fonts.
- Themes.
- Plugins.
- Software.
- Source code.
- APIs.
- Integrations.
- Platforms.
- Hosting systems.
- Content-management systems.
- Artificial intelligence services.
- Licensed content.

The Client's use of these materials is subject to the third party's terms and licenses.

The Client may need to purchase or renew licenses after project completion, cancellation, or termination of a Guru Service.

Guru does not guarantee that a third party will continue to offer a product, feature, price, license, or integration.

35. PORTFOLIO AND MARKETING RIGHTS

Unless otherwise agreed in writing, Guru may:

- Identify the Client as a customer.
- Display the Client's name and logo.
- Display the completed website.
- Display screenshots.
- Describe the general Services performed.
- Include the project in a portfolio.
- Include the project in proposals.
- Include the project in case studies.
- Discuss non-confidential results.
- Share the project on social media.

Guru will not intentionally disclose the Client's Confidential Information in exercising these rights.

36. CONFIDENTIALITY

Each party may receive Confidential Information from the other.

The receiving party shall:

- Use Confidential Information only for purposes related to the Services.
- Protect it using at least commercially reasonable care.

- Limit disclosure to persons who reasonably need access.
- Avoid unauthorized copying, publication, distribution, or misuse.

Confidential Information does not include information that:

1. Is publicly available without breach.
2. Was lawfully known before disclosure.
3. Is lawfully received from a third party without a confidentiality obligation.
4. Is independently developed without use of the other party's Confidential Information.
5. Must be disclosed by law, subpoena, court order, or governmental authority.

When legally permitted, a receiving party required to disclose Confidential Information should provide reasonable notice to the disclosing party.

Guru may disclose Client information to employees, contractors, subcontractors, vendors, hosting providers, software providers, artificial intelligence providers, payment processors, domain registrars, advertising platforms, analytics providers, and other Third-Party Services as reasonably necessary to perform the Services.

Nothing prevents Guru from using general skills, knowledge, experience, concepts, processes, and know-how acquired during the relationship, provided Guru does not disclose the Client's Confidential Information.

Confidentiality obligations survive termination.

37. USE OF SUBCONTRACTORS AND VENDORS

Guru may use:

- Employees.
- Contractors.
- Subcontractors.
- Freelancers.
- Consultants.
- Developers.
- Designers.
- Writers.
- Marketers.
- Hosting providers.
- Software providers.
- Artificial intelligence providers.
- Other vendors.

Guru remains responsible for managing the Services it provides.

Guru is not responsible for events outside its reasonable control, including:

- Vendor outages.
- Platform changes.
- Software limitations.
- Third-party delays.
- API failures.
- License changes.
- Third-party security incidents.

Guru will use commercially reasonable efforts to limit disclosure of Confidential Information to what is reasonably necessary.

A subcontractor or vendor does not have a direct contractual relationship with the Client merely because Guru uses that party to provide Services.

The Client may not bypass Guru to contract directly with such a party in violation of the non-solicitation provisions below.

38. ARTIFICIAL INTELLIGENCE AND AUTOMATION

Guru may use artificial intelligence and automated systems for:

- Research.
- Content drafting.
- Editing.
- Coding.
- Analysis.
- Design assistance.
- Image creation.
- Optimization.
- Quality assurance.
- Data processing.
- Customer support.
- Other service-related tasks.

Artificial intelligence output may contain inaccuracies, omissions, biases, similarities to existing materials, or unexpected results.

The Client is responsible for reviewing and approving final public-facing content.

The Client must independently verify regulated, professional, medical, financial, legal, technical, or factual claims.

Guru does not guarantee that artificial intelligence output is unique, copyrightable, or free from all third-party claims.

39. CLIENT-PROVIDED MATERIALS AND WARRANTIES

The Client represents and warrants that:

1. The Client owns or has legally obtained all necessary rights in Client Materials.
2. Guru is authorized to use the Client Materials.
3. Client Materials do not infringe copyright, trademark, privacy, publicity, trade-secret, contractual, or other rights.
4. Client Materials are accurate and lawful.
5. Testimonials and reviews are authentic and properly authorized.
6. Advertising claims are truthful and substantiated.
7. Products and services may lawfully be advertised and sold.
8. The Client has obtained required releases, licenses, permissions, and consents.

Guru has no obligation to independently verify Client Materials.

Guru may refuse, remove, replace, or decline to use materials it reasonably believes are:

- Unlawful.
- Infringing.
- Misleading.
- Harmful.
- Offensive.

- Non-compliant.
- Likely to expose Guru to liability.

40. E-COMMERCE AND CLIENT LEGAL COMPLIANCE

The Client is solely responsible for ensuring that its business, products, services, website, content, transactions, advertising, policies, and operations comply with applicable law.

For e-commerce, online ordering, bookings, subscriptions, memberships, payment processing, or similar features, the Client is responsible for:

- Product legality.
- Service legality.
- Business licenses.
- Professional licenses.
- Permits.
- Sales tax.
- Use tax.
- Shipping.
- Fulfillment.
- Returns.
- Refunds.
- Product descriptions.
- Warranties.
- Pricing.
- Discounts.
- Subscription disclosures.
- Automatic-renewal disclosures.
- Payment-processing requirements.
- Chargebacks.
- Customer disputes.
- Age restrictions.
- Consumer-protection requirements.
- Industry-specific requirements.

Guru may rely on the Client's instructions, settings, policies, pricing, and business information.

Guru is not responsible for determining whether the Client's business practices are legally sufficient.

The Client should obtain advice from qualified legal, tax, accounting, and compliance professionals.

41. LEGAL DOCUMENTS AND POLICIES

Unless expressly included in a written Scope, Guru does not provide legal advice and is not responsible for drafting, reviewing, approving, or determining the legal sufficiency of:

- Privacy policies.
- Terms and conditions.
- Refund policies.
- Shipping policies.
- Cookie policies.
- Accessibility statements.
- Disclaimers.

- Consent forms.
- Data-processing agreements.
- Subscription disclosures.
- Legal notices.
- Industry-specific policies.

Any sample, template, automated policy, or general information provided by Guru is not a substitute for legal advice.

42. ACCESSIBILITY, ADA, PRIVACY, AND REGULATORY COMPLIANCE

Unless expressly included in a separate Order Document, Guru does not represent, warrant, or guarantee compliance with:

- The Americans with Disabilities Act.
- Web Content Accessibility Guidelines.
- The General Data Protection Regulation.
- The California Consumer Privacy Act.
- Florida privacy laws.
- Other state privacy laws.
- Cookie-consent requirements.
- Data-protection laws.
- Healthcare regulations.
- Financial regulations.
- Educational privacy laws.
- Telecommunications regulations.
- Industry-specific rules.
- Other accessibility or legal standards.

The Client is responsible for determining which laws and standards apply.

Accessibility remediation, privacy review, cookie-consent configuration, legal-policy implementation, and specialized compliance services are excluded unless expressly purchased.

Guru is not responsible for compliance issues caused by:

- Client Materials.
- Third-party plugins.
- Themes.
- Widgets.
- Videos.
- PDFs.
- Forms.
- Analytics.
- Advertising pixels.
- Payment processors.
- Embedded content.
- Third-Party Services.

43. WEBSITE DEVELOPMENT SERVICES

For website design and development Services:

1. Guru will provide only the pages, features, revisions, functionality, and Deliverables identified in the Scope.
2. The Client is responsible for accurate content, policies, products, pricing, images, credentials, and business information.
3. Guru may use content-management systems, themes, plugins, frameworks, templates, reusable components, and Third-Party Services.
4. Compatibility is limited to reasonably current versions of commonly used browsers and devices unless another standard is expressly included.
5. Pixel-identical display across every browser, operating system, device, resolution, and screen size is not guaranteed.
6. Search rankings, traffic, lead generation, accessibility compliance, legal compliance, conversion rates, and business results are not guaranteed.
7. Guru is not responsible for changes made after delivery by the Client, another developer, a hosting company, a plugin provider, or another third party.
8. Ongoing maintenance, support, updates, security, licenses, backups, and hosting are excluded unless expressly purchased.
9. Launch may be withheld until all required payments, materials, approvals, and account access have been received.
10. The Client must independently maintain copies of important content and business data.

44. SOFTWARE, PLUGINS, CUSTOM PROGRAMMING, AND SAAS

Unless an Order Document expressly transfers custom source-code ownership, Guru retains ownership of:

- Software.
- Plugins.
- Applications.
- SaaS platforms.
- Source code.
- Frameworks.
- Reusable components.
- Algorithms.
- Tools.
- Development systems.
- Development methods.

Payment for software-related Services does not automatically transfer source-code ownership.

When applicable, Guru grants the Client a limited, revocable, non-exclusive, non-transferable license to access or use the software for the Client's internal business purposes during the paid service term.

The Client may not:

- Copy the software.
- Resell it.
- Sublicense it.
- Lease it.
- Redistribute it.
- Reverse engineer it.
- Decompile it.
- Disassemble it.
- Attempt to discover source code.

- Remove proprietary notices.
- Circumvent licensing.
- Circumvent usage limits.
- Circumvent security.
- Use it to create a competing product.
- Provide unauthorized third-party access.
- Use it unlawfully.

Guru may update, modify, replace, or discontinue software features when reasonably necessary for:

- Maintenance.
- Security.
- Compatibility.
- Legal requirements.
- Product development.
- Third-party changes.

No software is guaranteed to be uninterrupted, error-free, permanently available, or compatible with every future platform or software version.

Data exports and migration assistance are provided only when technically available and expressly included.

45. MARKETING, SEO, LOCAL VISIBILITY, AND REPUTATION MANAGEMENT

Guru may provide search optimization, local visibility, content, reputation management, social media, consulting, lead generation, and related Services.

The Client acknowledges that results depend on factors outside Guru's control, including:

- Competition.
- Location.
- Market conditions.
- Budget.
- Pricing.
- Offer.
- Reputation.
- Customer service.
- Sales process.
- Demand.
- Platform policies.
- Algorithms.
- Account history.
- Client participation.

Guru does not guarantee:

- Search-engine ranking.
- Search placement.
- Map or local-pack visibility.
- Indexing.
- Website traffic.
- Lead volume.
- Lead quality.
- Sales.

- Revenue.
- Profit.
- Review quantity.
- Review rating.
- Review publication.
- Review removal.
- Social-media reach.
- Platform approval.
- Continued platform access.
- Return on investment.

Search engines and platforms may change algorithms, features, pricing, policies, reporting, and access without notice.

46. ADVERTISING MANAGEMENT

Advertising spend and platform charges are separate from Guru's management fees unless expressly included.

The Client is responsible for:

- Maintaining sufficient advertising funds.
- Maintaining a valid platform payment method.
- Providing lawful advertising claims.
- Providing required disclosures.
- Reviewing advertisements.
- Approving budgets.
- Complying with platform policies.

Guru does not guarantee:

- Advertisement approval.
- Account approval.
- Account reinstatement.
- Cost per click.
- Cost per lead.
- Conversion rate.
- Lead volume.
- Lead quality.
- Sales.
- Revenue.
- Return on investment.

Guru is not responsible for:

- Platform billing errors.
- Invalid traffic.
- Click fraud.
- Account suspension.
- Disapproved advertisements.
- Policy enforcement.
- Reporting discrepancies.
- Attribution differences.

- Third-party charges.

Unused advertising balances and credits are governed by the advertising platform.

47. TELECOMMUNICATIONS, EMAIL, SMS, AND CALLING SERVICES

If Services include email, telephone, text messaging, artificial intelligence calling, call forwarding, telecommunications, or similar functionality, the Client is responsible for compliance with applicable laws and provider requirements.

The Client must:

- Obtain legally required consent.
- Maintain records of consent.
- Use accurate sender information.
- Honor opt-out and revocation requests.
- Honor STOP, START, HELP, unsubscribe, and suppression requirements where applicable.
- Avoid unlawful prerecorded, automated, or marketing communications.
- Comply with carrier and provider policies.
- Avoid purchased or improperly obtained lists.

Guru does not guarantee:

- Message delivery.
- Email delivery.
- Call completion.
- Carrier approval.
- Number registration.
- Campaign approval.
- Sender reputation.
- Inbox placement.
- Continued availability of a number or carrier feature.

Messages may be blocked, filtered, delayed, rejected, or rate-limited by third parties.

The Client is responsible for usage charges, carrier charges, registration fees, and third-party telecommunications costs.

48. THIRD-PARTY SERVICES

Guru is not responsible for the operation, availability, security, pricing, policies, or performance of Third-Party Services.

Third-Party Services may:

- Experience outages.
- Lose data.
- Change features.
- Change pricing.
- Change APIs.
- Change integrations.
- Suspend accounts.
- Terminate accounts.
- Reject content.
- Reject advertisements.
- Reject applications.

- Change algorithms.
- Change rankings.
- Introduce incompatibilities.
- End support.
- Require new licenses.
- Require identity verification.
- Impose usage restrictions.

Guru is not liable for losses, delays, expenses, account restrictions, or failures caused by Third-Party Services.

Assisting the Client with a Third-Party Service does not make Guru responsible for that service.

49. HOSTING SERVICES: GENERAL POLICY

Guru's hosting plans are intended to host typical personal, business, organizational, and commercially reasonable websites.

Storage, bandwidth, processing, memory, database, inode, email, and other resources may be subject to the purchased plan and reasonable-use restrictions.

Even when a plan is described as unlimited, unmetered, or not subject to a fixed allocation, use must remain consistent with:

- The normal operation of a website.
- The purchased plan.
- These Terms.
- Server stability.
- Network security.
- The rights of other customers.

If a website's resource use threatens stability, performance, security, or uptime, Guru may:

- Contact the Client.
- Restrict resource use.
- Suspend processes.
- Isolate the account.
- Require optimization.
- Require an upgrade.
- Migrate the account.
- Require a virtual private server or dedicated server.
- Suspend or terminate the account.

Websites used primarily for file storage, backup storage, media distribution, video streaming, or high-volume processing may require a different hosting plan.

50. SHARED-HOSTING RESOURCE USAGE

Unless the applicable hosting plan or written policy states a different current limit, users of shared-hosting and reseller-hosting accounts may not:

1. Use 25 percent or more of available system resources for longer than 90 seconds.
2. Run standalone or unattended server-side processes or daemons.
3. Run an Internet Relay Chat server, script, bot, or service.
4. Run a web spider, crawler, scraper, or indexer that creates unreasonable server load.
5. Run an IP scanner.

6. Run brute-force programs, scripts, or applications.
7. Run mail bombers or spam scripts.
8. Run BitTorrent applications, trackers, or clients.
9. Participate in file-sharing or peer-to-peer activity.
10. Run gaming servers, including Counter-Strike, Half-Life, Battlefield, or similar systems.
11. Operate commercial audio or video streaming beyond what the plan reasonably supports.
12. Run cron entries more frequently than once every fifteen minutes unless Guru expressly approves otherwise.
13. Use remote URL includes when a local file include is reasonably available.
14. Use the account primarily as a file dump, mirror, archive, or backup-storage service.
15. Create abnormal database, email, CPU, memory, disk, or process loads.

Guru may update technical limits as necessary to protect server stability.

51. INODE LIMITS

Unless a current hosting plan states otherwise, use of more than 50,000 inodes on a shared account may result in:

- A warning.
- Removal from certain backup systems.
- Required cleanup.
- Required upgrade.
- Suspension.

Each file, webpage, image, email, log, cache file, and directory may consume an inode.

Guru may review an account that:

- Maintains hundreds of thousands of files.
- Continuously creates and deletes large numbers of files.
- Causes filesystem problems.
- Uses excessive mail storage.
- Maintains unchecked catchall mailboxes.
- Creates unreasonable backup or operational burdens.

A minor or temporary overage may not automatically result in suspension, but Guru retains the right to take protective action.

The Client is responsible for maintaining email accounts and avoiding uncontrolled catchall-message accumulation.

52. HOSTING BACKUP SIZE LIMITS

Unless a hosting plan states otherwise, a shared account using more than 10 gigabytes of disk space may be excluded from an off-site weekly backup system.

Databases may continue to be backed up separately when technically available.

Guru may use server mirroring or redundant storage, but mirroring is not a substitute for a separate backup and is not a guarantee against data loss.

The Client must maintain independent backups.

53. BANDWIDTH USAGE

A hosting plan may include a monthly bandwidth allowance or reasonable-use allocation.

If an account exceeds its allowance or creates unreasonable network use, Guru may:

- Suspend the account until the next allocation period.

- Require purchase of additional bandwidth.
- Require an upgrade.
- Restrict resource use.
- Charge an overage fee.
- Migrate the account.
- Terminate the account.

Unused bandwidth does not carry forward unless the applicable plan expressly states otherwise.

54. BACKUPS AND DATA LOSS

The Client's use of hosting and data-storage Services is at the Client's risk.

Unless expressly guaranteed in an Order Document, backup Services are provided as a courtesy.

Guru is not responsible for files or data residing in the Client's account.

The Client is responsible for:

- Maintaining independent backups.
- Verifying backups.
- Testing restoration procedures.
- Maintaining copies of websites.
- Maintaining copies of databases.
- Maintaining copies of email.
- Maintaining business records.
- Maintaining credentials.

Guru does not guarantee:

- That a backup will occur at a particular time.
- That every file will be included.
- That every database will be included.
- That a backup will be error-free.
- That a backup can be restored.
- That every historical version will remain available.
- That a suspended or terminated account can be recovered.

Backups may not be provided for suspended or terminated accounts unless Guru expressly agrees in writing.

55. UPTIME POLICY

Managed shared-hosting and reseller-hosting Services may be subject to a 99 percent physical-server uptime goal.

If qualifying physical downtime falls below the applicable uptime commitment, the Client may request a prorated account credit.

Credit eligibility and amount are determined by Guru based on:

- Server records.
- The affected Service.
- The cause of downtime.
- The duration.
- The Client's compliance with the Agreement.

Third-party monitoring reports may be considered but are not controlling because outside monitors may be affected by network routes, transit availability, local connectivity, DNS, caching, or other factors.

The uptime calculation may exclude:

- Scheduled maintenance.
- Emergency maintenance.
- Client-caused issues.
- Website application errors.
- Plugin or theme failures.
- DNS issues outside Guru's control.
- Domain expiration.
- Third-party platform outages.
- Internet or carrier outages.
- Distributed denial-of-service attacks.
- Security incidents.
- Force majeure events.
- Suspension under these Terms.

Credits are limited to a prorated portion of the affected hosting fee and are not cash refunds.

The Client must submit a written request through Guru's support process.

Dedicated servers may be governed by a separate network commitment in the applicable Order Document.

56. WEBSITE AND ACCOUNT TRANSFERS

Guru will make commercially reasonable efforts to assist with eligible website and account migrations.

Transfers are a courtesy unless expressly included as a paid Service.

Guru does not guarantee:

- Transfer availability.
- Transfer feasibility.
- Transfer completion.
- Transfer timing.
- Complete transfer of all data.
- Compatibility between providers.

Transfers may be difficult or impossible because of:

- Proprietary formats.
- Incompatible systems.
- Missing access.
- Damaged data.
- Security restrictions.
- Software differences.
- Server limitations.
- Actions of the prior provider.

Unless otherwise stated, complimentary transfer assistance must be requested within thirty days after signup.

Transfers requested outside that period or involving unusual complexity may incur additional charges.

57. DOMAIN NAMES, DNS, AND RENEWALS

Domain registrations and renewals are subject to registrar and registry policies.

The Client is responsible for:

- Maintaining accurate registrant information.
- Responding to verification requests.

- Paying renewal charges.
- Maintaining an accessible contact email.
- Reviewing renewal notices.
- Confirming that renewal or transfer has completed.
- Notifying Guru after making a domain-renewal payment when action by Guru is required.

Renewal notices and invoices are courtesy reminders.

Guru is not responsible for:

- Failure to renew a domain.
- Domain expiration.
- Redemption fees.
- Auction.
- Domain loss.
- Transfer failure.
- Registrar action.
- Registry action.
- Failure to receive a reminder.
- Failure to notify Guru.
- Inaccurate Client contact information.

Domain fees are non-refundable after submission to the registrar.

58. EMAIL SERVICES

Email delivery is not guaranteed.

Messages may be:

- Delayed.
- Rejected.
- Filtered.
- Quarantined.
- Rate-limited.
- Blocked.
- Classified as spam.

These actions may be taken by receiving providers, reputation systems, carriers, security systems, or other third parties.

The Client is responsible for:

- Maintaining copies of important messages.
- Maintaining mailbox storage.
- Securing credentials.
- Complying with anti-spam laws.
- Maintaining valid sender information.
- Monitoring abuse or reputation issues.

Guru is not responsible for lost email, blocked email, failed delivery, or third-party filtering.

59. RESELLER RESPONSIBILITIES

A reseller is responsible for supporting the reseller's own customers.

Guru generally does not provide direct support to a reseller's customer.

If a reseller's customer contacts Guru directly, Guru may:

- Refer the customer to the reseller.
- Place the matter on hold.
- Require the reseller to submit the support request.
- Take emergency protective action when reasonably necessary.

The reseller is responsible for:

- All content hosted under the reseller account.
- The conduct of reseller customers.
- Billing reseller customers.
- Supporting reseller customers.
- Ensuring compliance with these Terms.
- Responding to abuse and security issues.

Guru may hold the reseller responsible for violations committed by the reseller's customers.

The reseller must promptly terminate or remediate a customer account that violates these Terms.

60. SHARED, SEMI-DEDICATED, AND RESELLER ACCOUNTS

A shared-hosting account may not resell web hosting unless the Client purchases a reseller-hosting plan or receives written permission.

A semi-dedicated or dedicated server may not include managed backups unless expressly stated.

The Client must maintain independent backups for semi-dedicated and dedicated environments.

Guru may impose technical or security requirements appropriate to the applicable server environment.

61. DEDICATED SERVERS

The Client must maintain:

- A current administrative password.
- A valid primary email address.
- Accurate account information.
- Appropriate backups.
- Reasonable server security.

Guru may reset or request a reset of a dedicated-server password when reasonably necessary to:

- Perform a security audit.
- Comply with a data-center requirement.
- Investigate abuse.
- Respond to an emergency.
- Perform authorized administration.

Guru may perform administrative actions required by a data center, network provider, security provider, or lawful authority.

Dedicated servers are not backed up by Guru unless backup Services are expressly included.

The Client is responsible for maintaining backups.

A secondary drive, backup server, cloud-storage service, or other backup solution may be purchased when available, but no single backup method eliminates all risk of loss.

62. ACCEPTABLE USE AND LAWFUL PURPOSES

All Services may be used only for lawful and authorized purposes.

The laws of the United States, the State of Florida, and other applicable jurisdictions apply.

The Client may not use the Services to:

- Violate law.
- Infringe copyright.
- Infringe trademark.
- Violate privacy rights.
- Violate publicity rights.
- Distribute malware.
- Facilitate unauthorized access.
- Conduct fraud.
- Impersonate another person.
- Conduct phishing.
- Threaten or harass another person.
- Exploit minors.
- Distribute unlawful sexual content.
- Send spam.
- Circumvent security.
- Interfere with a network.
- Access a third-party system without authorization.
- Create unreasonable risk for Guru or its infrastructure.

Guru may refuse Service to any person or entity.

Guru may remove or disable material that, in Guru's judgment, is unlawful, threatening, obscene, infringing, harmful, abusive, or otherwise violates these Terms.

63. EXAMPLES OF PROHIBITED MATERIAL ON SHARED AND RESELLER SERVERS

Prohibited or restricted material and activities on shared and reseller servers include, without limitation:

- Topsites.
- IRC scripts or bots.
- Proxy scripts.
- Unauthorized anonymizers.
- Pirated software.
- Warez.
- Unauthorized copyrighted works.
- Counterfeit merchandise.
- Image-hosting services similar to large public image-hosting platforms.
- AutoSurf sites.
- Paid-to-click sites.
- Paid-to-surf sites.
- Paid-to-promote sites.
- IP scanners.
- Brute-force programs or scripts.
- Mail bombers.
- Spam scripts.
- Commercial banner-ad rotation services.
- File-dump services.
- Mirror services.
- Public file-sharing services.

- Unapproved commercial audio streaming.
- Unapproved commercial video streaming.
- Escrow schemes.
- Bank-debenture schemes.
- High-yield investment programs.
- Ponzi schemes.
- Pyramid schemes.
- Fraudulent multi-level marketing schemes.
- Prime-bank programs.
- Unlawful lottery or gambling sites.
- Unlawful controlled-substance sales.
- Fraudulent investment sites.
- MUD, RPG, PBBG, or gaming servers creating unreasonable resource use.
- Hate-oriented or harassment-oriented sites.
- Sites promoting violence or unlawful discrimination.
- Hacker archives, programs, or services facilitating unlawful access.
- Sites promoting illegal activity.
- Forums distributing or linking to pirated or illegal content.
- Fraudulent websites.
- Unapproved bulk-mailing applications.
- Content or systems Guru reasonably determines create unacceptable legal, security, operational, or reputational risk.

The examples above are illustrative and not exhaustive.

64. EXAMPLES OF PROHIBITED MATERIAL ON DEDICATED SERVERS

Prohibited or restricted activities on dedicated servers include, without limitation:

- Unauthorized IRC servers.
- IRC scripts or bots used unlawfully.
- Pirated software.
- Warez.
- IP scanners used without authorization.
- Brute-force programs or applications.
- Mail bombers.
- Spam scripts.
- Fraudulent escrow services.
- High-yield investment programs.
- Ponzi schemes.
- Pyramid schemes.
- Fraudulent investment programs.
- Prime-bank programs.
- Unlawful lottery or gambling services.
- Unlawful controlled-substance sales.
- Hate-oriented or harassment-oriented sites.
- Sites facilitating unlawful conduct.
- Hacker programs or archives facilitating unauthorized access.

- Forums distributing or linking to pirated or illegal content.
- Fraudulent websites.
- Unapproved bulk-mailing systems.
- Any activity prohibited by the data center, network provider, law, or these Terms.

A dedicated server does not permit unlawful activity.

65. COPYRIGHT AND TRADEMARK INFRINGEMENT

Use of the Services to infringe copyright, trademark, or other intellectual-property rights is prohibited.

This includes unauthorized copying or distribution of:

- Music.
- Books.
- Photographs.
- Videos.
- Software.
- Graphics.
- Written content.
- Other protected works.

Offering counterfeit merchandise may result in immediate suspension or termination.

Guru may remove or disable access to allegedly infringing material.

Repeated infringement may result in suspension or termination.

Guru may request supporting documentation regarding ownership, licensing, or authorization.

A person reporting infringement should provide sufficient information for Guru to identify and review the material.

66. PROTECTION OF MINORS

Potential harm to minors is strictly prohibited.

No Service may be used to host, distribute, solicit, facilitate, or link to:

- Child sexual abuse material.
- Sexual exploitation of minors.
- Grooming activity.
- Trafficking.
- Content unlawfully sexualizing minors.
- Material reasonably believed to depict the abuse or exploitation of a child.

Guru may immediately suspend or terminate an account associated with such material without prior notice.

Guru may preserve evidence and report suspected violations to law enforcement and appropriate child-protection authorities.

A reseller must immediately terminate or remediate an affected customer account when instructed.

More than one serious violation by a reseller or failure to cooperate may result in termination of the reseller account.

67. SYSTEM MONITORING AND AUTHORIZED USE

Guru's Services, hardware, networks, network devices, and systems are provided only for authorized use.

Guru may monitor systems for lawful purposes, including:

- Confirming authorized use.
- Managing systems.

- Detecting abuse.
- Protecting against unauthorized access.
- Verifying security procedures.
- Investigating incidents.
- Maintaining availability.
- Enforcing these Terms.

During monitoring, information may be examined, recorded, copied, preserved, and used for authorized purposes.

Use of Guru's systems constitutes consent to such lawful monitoring.

68. UNAUTHORIZED ACCESS TO THIRD-PARTY SYSTEMS

An account connecting to a third-party network or system without authorization may be suspended or terminated.

Access to a network or system outside the Client's direct control must be authorized by the third party.

Guru may require documentation proving authorization.

The Client may not use Guru's Services for:

- Credential stuffing.
- Brute-force attacks.
- Unauthorized vulnerability scanning.
- Exploitation.
- Data theft.
- Network intrusion.
- Bypassing access controls.
- Other unauthorized access.

69. ACCOUNT AND SCRIPT SECURITY

The Client is responsible for ensuring that:

- Scripts and programs are secure.
- Software is updated.
- Plugins and themes are maintained.
- File and directory permissions are properly configured.
- Unnecessary accounts are removed.
- Credentials are protected.
- Multifactor authentication is used when available.
- Secure passwords are used.

Whenever appropriate, directories should use restrictive permissions, such as 755 or more restrictive settings when technically suitable.

The Client is responsible for activity performed under the Client's account, including activity resulting from compromised credentials.

Guru may suspend an account using an unreasonably weak or compromised password until the Client adopts stronger security.

Guru may audit password strength or account security.

If Guru identifies a weak or compromised credential, Guru may require the Client to change it.

70. ABUSE COMPLAINTS

The Client must respond to an abuse, security, infringement, or compliance communication from Guru within forty-eight hours unless a shorter response is reasonably required by the seriousness of the issue.

Failure to respond may result in suspension or termination.

Abuse matters should be handled through Guru's support or designated abuse process.

Guru will use commercially reasonable efforts to review properly submitted abuse matters.

If the Client is uncertain whether intended content or activity is acceptable, the Client should contact Guru before using the Services for that purpose.

71. ZERO-TOLERANCE SPAM POLICY

Guru maintains a zero-tolerance policy concerning unlawful spam and abusive bulk communications.

The Client may not use the Services to send:

- Unsolicited bulk email.
- Unlawful commercial email.
- Mail bombs.
- Deceptive messages.
- Messages to purchased lists lacking lawful permission.
- Messages to improperly harvested addresses.
- Messages using false sender information.
- Messages violating consent or opt-out requirements.

"Safe lists" and purchased lists may be treated as spam when legally sufficient consent cannot be demonstrated.

A website advertised through spam may not be hosted on Guru's systems.

This prohibition includes spam sent through:

- Email.
- Fax.
- Instant messaging.
- Newsgroups.
- Social networks.
- Text messaging.
- Automated calls.
- Other electronic communication systems.

An account that causes Guru's internet protocol space, domain, telephone number, or sender identity to be blacklisted may be suspended or terminated.

Guru may require changes to or disable a website, account, database, script, or component that violates these policies.

Guru may take emergency action in its sole discretion when reasonably necessary.

The Client is responsible for cleanup expenses, blacklist-removal costs, carrier penalties, investigation costs, and other expenses caused by the Client's spam or abusive messaging.

72. INDEMNIFICATION

The Client shall defend, indemnify, and hold harmless Guru and its owners, members, managers, employees, contractors, subcontractors, agents, affiliates, successors, and assigns from claims, demands, actions, investigations, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from or relating to:

1. Client Materials.
2. The Client's products or services.
3. The Client's business operations.
4. The Client's customers or users.
5. A claim that Client Materials infringe third-party rights.
6. False, misleading, inaccurate, or unlawful claims supplied or approved by the Client.
7. The Client's violation of law.
8. The Client's violation of platform policy.
9. Taxes, licensing, shipping, fulfillment, refunds, or customer disputes.
10. Payment processing or chargebacks.
11. Privacy or data-handling obligations.
12. Accessibility obligations.
13. Telecommunications consent.
14. Unauthorized use of an account.
15. The Client's breach of the Agreement.
16. Work performed in accordance with the Client's instructions.
17. Injury to a person or property caused by the Client's products or services.
18. Defective products sold or distributed through the Client's website.

Guru may control the defense of a covered claim using counsel of its choice.

The Client must reasonably cooperate.

The Client may not settle a claim in a manner that imposes liability or obligations on Guru without Guru's written consent.

These obligations survive termination.

73. NO PERFORMANCE GUARANTEES

Guru does not guarantee:

- Increased sales.
- Increased leads.
- Increased revenue.
- Increased profit.
- Increased traffic.
- Search rankings.
- Advertising performance.
- Conversion rates.
- Review outcomes.
- Social-media reach.
- Platform approval.
- Website uptime except as expressly stated.
- Uninterrupted operation.
- Error-free operation.
- Complete security.
- Freedom from malware.
- Compatibility with every system.
- Continued third-party availability.

- Regulatory compliance.
- A particular business result.

Business results depend on many factors outside Guru's control.

74. DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

GURU DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED IN AN ORDER DOCUMENT, INCLUDING IMPLIED WARRANTIES OF:

- MERCHANTABILITY.
- FITNESS FOR A PARTICULAR PURPOSE.
- TITLE.
- NON-INFRINGEMENT.
- ACCURACY.
- SECURITY.
- AVAILABILITY.
- SUITABILITY FOR A PARTICULAR BUSINESS OBJECTIVE.

Guru is not responsible for loss resulting from:

- Delay.
- Non-delivery.
- Incorrect delivery.
- Service interruption.
- Third-party action.
- Platform changes.
- Data loss.
- Client error.
- Unauthorized access.
- Failure to maintain backups.
- Failure to secure credentials.
- Failure to follow recommendations.

75. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, GURU AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES.

Excluded damages include:

- Lost profits.
- Lost revenue.
- Lost business.
- Lost opportunities.
- Loss of goodwill.
- Business interruption.
- Loss of use.
- Loss of data.

- Data corruption.
- Loss of customers.
- Loss of search rankings.
- Loss of advertising performance.
- Reputational harm.
- Costs of substitute services.
- Lost anticipated savings.

These exclusions apply regardless of legal theory and even when Guru has been advised that damages are possible.

Except where prohibited by law, Guru's total cumulative liability arising from a one-time project shall not exceed the amount actually paid to Guru for that project.

For a recurring Service, Guru's total cumulative liability shall not exceed the amount actually paid to Guru for the specific affected Service during the six months immediately preceding the event giving rise to the claim.

Guru is not liable for losses arising from:

- Client failure to maintain backups.
- Insecure credentials.
- Client or third-party changes.
- Inaccurate Client Materials.
- Failure to review or test.
- Failure to follow recommendations.
- Violation of law.
- Violation of platform policy.
- Third-Party Services.
- Force majeure events.

Nothing excludes liability that cannot legally be excluded or limited.

To the fullest extent permitted by law, a Client claim must be commenced within one year after the act, omission, event, or circumstance giving rise to the claim.

76. FORCE MAJEURE

Guru is not liable for delay, failure, interruption, or nonperformance caused by circumstances outside its reasonable control.

These circumstances may include:

- Acts of God.
- Hurricanes.
- Floods.
- Fires.
- Severe weather.
- War.
- Terrorism.
- Civil unrest.
- Government action.
- Emergencies.
- Pandemics.
- Epidemics.
- Illness.

- Labor shortages.
- Labor disputes.
- Power outages.
- Internet outages.
- Telecommunications outages.
- Hosting outages.
- Hardware failures.
- Software failures.
- Server failures.
- Data-center failures.
- Cyberattacks.
- Security incidents.
- Distributed denial-of-service attacks.
- Domain-registrar issues.
- Platform outages.
- API failures.
- Supply-chain disruptions.
- Changes in law.
- Search-engine changes.
- Social-media changes.
- Advertising-platform changes.
- Payment-processor issues.
- Vendor actions or failures.

Affected deadlines will be extended for a reasonable period.

A force majeure event does not automatically entitle the Client to a refund or cancellation of fees for work, Services, capacity, or expenses already provided or incurred.

77. NON-SOLICITATION AND NO CIRCUMVENTION

During the Service term and for twelve months after termination, expiration, or completion, the Client shall not knowingly and directly:

- Solicit.
- Recruit.
- Hire.
- Employ.
- Retain.
- Contract with.
- Circumvent Guru to engage.

This restriction applies to a Guru employee, contractor, subcontractor, freelancer, consultant, or service provider who materially participated in the Client's Services or was introduced to the Client through Guru.

The restriction applies when the purpose is to bypass Guru or obtain substantially similar Services outside the Guru relationship.

The Client may not use an affiliate, representative, contractor, or third party to circumvent this restriction.

This Section does not prohibit hiring through a general public job advertisement not specifically directed at Guru personnel.

The Client acknowledges Guru's legitimate interests in protecting:

- Confidential information.
- Personnel relationships.
- Contractor relationships.
- Customer goodwill.
- Business relationships.

Guru may pursue injunctive relief, damages, attorneys' fees, and other remedies available under law.

78. DISCLOSURE TO LAW ENFORCEMENT

Guru may disclose subscriber, account, payment, communication, technical, or usage information in response to:

- A valid subpoena.
- A court order.
- A search warrant.
- A lawful governmental request.
- An emergency involving danger to a person.
- Another disclosure authorized or required by law.

Guru may cooperate with law-enforcement agencies and other lawful authorities.

Guru may provide notice to the Client when legally permitted and reasonably appropriate, but is not required to provide notice when prohibited by law, court order, security concern, or emergency circumstances.

79. DISPUTE NOTICE AND GOOD-FAITH RESOLUTION

Before initiating formal proceedings, a party must provide written notice describing:

- The dispute.
- Relevant facts.
- The requested resolution.

The parties shall attempt in good faith to resolve the dispute through direct discussion for at least thirty days unless emergency relief is reasonably necessary.

80. MANDATORY MEDIATION

Before filing a lawsuit, the parties shall participate in at least four hours of mediation in Sarasota County, Florida, unless otherwise agreed in writing.

The parties shall attempt to agree upon a neutral mediator.

If the parties cannot agree, each party may propose a mediator, and the proposed mediators may assist in selecting a neutral mediator.

The parties will share the mediator's fees equally unless they agree otherwise.

Each party is responsible for its own attorneys' fees incurred during mediation.

The mediation requirement does not prevent a party from:

- Seeking temporary or emergency injunctive relief.
- Protecting intellectual property.
- Protecting Confidential Information.
- Preserving a claim before a limitation period expires.
- Suspending Services.
- Pursuing collection of an undisputed amount.

The parties may agree in writing to resolve a particular dispute through binding arbitration, but arbitration is not mandatory unless separately agreed in writing.

81. GOVERNING LAW AND VENUE

The Agreement and any dispute arising from it shall be governed by the laws of the State of Florida without regard to conflict-of-law principles.

Any lawsuit or legal proceeding shall be brought exclusively in:

- A state court located in Sarasota County, Florida; or
- The federal court having jurisdiction over Sarasota County, Florida, when federal jurisdiction exists.

Each party consents to personal jurisdiction and venue in those courts.

Each party waives objections based on:

- Improper venue.
- Inconvenient forum.
- Lack of personal jurisdiction.

82. WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, CLAIM, LAWSUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT, SERVICES, DELIVERABLES, OR RELATIONSHIP BETWEEN THE PARTIES.

83. ATTORNEYS' FEES AND COSTS

In a collection action, enforcement proceeding, or other dispute arising from the Agreement, the prevailing party may recover reasonable:

- Attorneys' fees.
- Court costs.
- Expert-witness fees.
- Collection costs.
- Enforcement expenses.

This may include fees and costs incurred:

- Before litigation.
- At trial.
- On appeal.
- In bankruptcy.
- In enforcing a judgment.

Recovery is subject to applicable law.

84. NOTICES

Notices must be in writing and may be delivered through:

- Email.
- Guru's support system.
- An online cancellation or notice form.
- Certified mail.
- Nationally recognized courier.
- Another written method acknowledged by the receiving party.

Notices to the Client may be sent to the contact information associated with the account or Order Document.

The Client is responsible for maintaining current contact information.

An electronic notice is considered received when it enters an information system the recipient has designated or regularly uses and is in a form capable of being processed.

85. CHANGES TO THESE TERMS

Guru may update these Terms to reflect changes in:

- Services.
- Business practices.
- Technology.
- Security.
- Law.
- Regulation.
- Third-party requirements.

The updated version will display a revised "Last Updated" date.

Material changes affecting an active recurring Service will be communicated through reasonable notice when required by law.

Except where required by law, security, or third-party requirements, an update will not retroactively change the specific price, Scope, or ownership terms of a completed one-time Order Document.

Continued purchase or use after the effective date of updated Terms constitutes acceptance.

Guru will maintain or be able to identify the version associated with an electronically accepted order.

86. ASSIGNMENT

The Client may not assign, transfer, delegate, sublicense, or resell the Agreement or Services without Guru's prior written consent.

Guru may assign or transfer the Agreement in connection with:

- A merger.
- An acquisition.
- A sale of assets.
- A restructuring.
- Financing.
- A transfer of operations.
- A successor business.

87. INDEPENDENT CONTRACTOR

Guru is an independent contractor.

Nothing in the Agreement creates:

- Employment.
- Partnership.
- Joint venture.
- Fiduciary relationship.
- Franchise.
- Agency.
- Exclusivity.

Neither party may bind the other except as expressly authorized.

88. NO THIRD-PARTY BENEFICIARIES

Except for persons expressly protected under the indemnification, confidentiality, intellectual-property, and limitation-of-liability provisions, the Agreement does not create enforceable rights for a third party.

89. SEVERABILITY

If a provision is determined to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable while preserving its intended purpose.

If modification is not possible, the provision shall be severed.

The remaining provisions remain in effect.

90. NO WAIVER

A failure or delay in enforcing a provision does not waive that provision or any other right.

A waiver must be in writing and applies only to the specific matter identified.

A waiver on one occasion is not a continuing waiver.

91. HEADINGS AND INTERPRETATION

Headings are for convenience and do not limit interpretation.

"Including" means "including without limitation."

A reference to writing includes an electronic record.

Singular terms may include the plural and plural terms may include the singular when appropriate.

The Agreement shall not be interpreted against either party merely because that party prepared or proposed a provision.

92. ENTIRE AGREEMENT

These Terms, together with applicable Order Documents, written amendments, and incorporated policies, constitute the complete agreement between Guru and the Client regarding the Services.

They supersede prior or contemporaneous oral and written discussions, representations, understandings, service agreements, and negotiations concerning the same subject matter.

A modification is binding only when accepted in an applicable Order Document, change order, amendment, or other writing authorized under these Terms.

93. SURVIVAL

The following provisions survive termination, cancellation, expiration, or completion:

- Payment obligations.
- Ownership.
- Licensing.
- Confidentiality.
- Acceptable use.
- Indemnification.
- Non-solicitation.
- Disclaimers.
- Limitation of liability.
- Dispute resolution.
- Attorneys' fees.
- Any provision that by its nature should survive.

94. NON-WAIVABLE RIGHTS

Nothing in these Terms waives or limits a right or remedy that cannot lawfully be waived or limited.

If mandatory consumer-protection or other law applies, these Terms shall be interpreted consistently with that law.

95. PRIVACY POLICY

Guru's Privacy Policy is incorporated into the Agreement by reference.

The Privacy Policy describes how Guru may collect, use, process, retain, and disclose personal information.

If there is a direct conflict between the Privacy Policy and these Terms regarding a commercial service obligation, these Terms control except where applicable privacy law requires otherwise.

96. CONTACTING GURU INTERNET SERVICES

Questions, billing inquiries, support requests, legal notices, abuse reports, and cancellation requests may be submitted through the contact or support methods provided on Guru's website.

Guru Internet Services LLC

Website: guru-is.com

By completing checkout, submitting an order, accepting a proposal, paying an invoice after receiving access to these Terms, or using the Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.