

HostShield Terms of Service

Terms of Service

By using Hostshield you are agreeing to be bound by the following terms and conditions ("Terms of Service"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If HostShield makes material changes to these Terms, we will notify you by email or by posting a notice on our site before the changes are effective. Any new features that augment or enhance the current HostShield, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of HostShield after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: www.HostShield.com/terms

Violation of any of the terms below will result in the termination of your Account. While HostShield prohibits such conduct and Content on the Service, you understand and agree that HostShield cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

1. I understand and agree that HostShield is not a law firm or an attorney, and may not perform services performed by attorneys. I understand no attorney-client relationship or privilege is created with HostShield. I understand HostShield is not a lawyer referral service and cannot provide any advice or opinion about your legal rights. I understand that although the waivers generated by HostShield were designed by attorneys they are not considered legal advice or a legal service provided by an attorney. I understand that it is my responsibility to consult an attorney regarding my rights specifically as they pertain to my potential liability exposure at it pertains to my specific situation.

2. I understand that these Terms of Service require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to me in the event of a dispute as described in the HostShield arbitration agreement, contained in Paragraph 10 of these Terms of Service.

3. Electronic Records and Signatures. I give HostShield consent to affix my electronic signature where required to file my documents. I understand I may withdraw my consent, provided my documents have not already been filed, by calling HostShield Customer Care at (800) 260-5500.

4. Limitation of Liability and Indemnification. EXCEPT AS PROHIBITED BY LAW, I WILL HOLD HOSTSHIELD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL,

IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY ME OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF HOSTSHIELD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF HOSTSHIELD, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO ME.

5. Terms of Use. I understand that the Site's general terms of use (the "Terms of Use") also apply to these Terms of Service and in agreeing to these Terms of Service, I acknowledge that I have read and agree to those Terms of Use, which are incorporated herein by reference.

6. Additional Terms. I understand that my purchase may be subject to additional terms and conditions. I understand that HostShield legal plans are subject to the Legal Plan Contract and Subscription Agreement. If applicable, I acknowledge that I have read and agree to the supplemental terms, which are incorporated herein by reference.

7. Third Party Services. If I purchased a product that involves third party services, I understand that I may be required to accept additional terms located on the third party's site. The third party may contact me by email and/or phone with instructions on how to access my benefits. HOSTSHIELD HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AS PART OF ANY THIRD PARTY SERVICES. HOSTSHIELD IS NOT LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. A THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF HOSTSHIELD AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE HOSTSHIELD SITE.

8. Future Products and Services. If I choose to add a product or service to my order subsequent to this initial purchase, these Terms of Service will apply to that additional product or service purchase as well.

9. DISPUTE RESOLUTION BY BINDING ARBITRATION. (A) Consent to Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Los Angeles, California, before a single arbitrator under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (B) Venue. Except to the extent that arbitration is required in subsection (A) of this section, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any dispute arising under this agreement may only be instituted in state or federal court in Los Angeles County, California. Accordingly, you and HostShield consent to the exclusive personal jurisdiction and venue of such courts for such matters. (C) Injunctive Relief. The provisions of subsections (A) and (B) of this section will not apply to any legal action taken by HostShield to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the website, any content, or HostShield's intellectual property rights (including such that we may claim that may be in dispute), or HostShield's operations.

(D) WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND HOSTSHIELD AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR HOSTSHIELD WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS. Further, I expressly understand and agree that WaiverForever 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 (even if WaiverForever has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

10. Filing Fees. Except as otherwise noted, filing and recording fees may include all mandatory or applicable federal, state, county and local administrative fees, name reservation fees, initial reports, publication notices, capitalization fees, franchise tax fees, expedite fees, certified copy fees, walk-in fees, courier fees and other transactional fees incurred on your behalf by HostShield.

11. Reviews. After your purchase, you may receive an email survey request from HostShield. You may also write a review on the website. If you complete the survey or submit a review, your opinions may be posted, in whole or in part, on the website or used in marketing material. The review may be accompanied by limited identifying information, such as your first name and last initial, the product you purchased, your gender, city and/or state, and age range.

12. Access to World Wide Web; Internet Delays. To use HostShield services, I must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. I am responsible for providing all equipment necessary to make such connection to the World Wide Web, including a computer and Internet access. Access to certain HostShield services may be limited or delayed based on problems inherent in the use of Internet and electronic communications. I understand that HostShield is not responsible for delays, delivery failures, or other damage resulting from such problems.

13. Force Majeure. HostShield shall not be considered in breach of or default under these Terms of Service or any contract with me, and shall not be liable to me for any cessation, interruption, or delay in the performance of its obligations hereunder by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, HostShield may immediately terminate these Terms of Service and shall have no liability to me for or as a result of any such termination.

14. Right to refuse. I acknowledge that HostShield reserves the right to refuse service to anyone.

15. I understand and agree that pursuant to HostShield's representation to have any waiver created for me defended in Court at not cost to me should it be challenged Hostshield maintains sole discretion in choosing the lawyers to defend me or my business in court. I understand this does not mean I am not free to hire my own counsel at my own cost. I understand and agree that Hostshield's agreement to defend my waiver only applies should a lawsuit be filed against me and an assertion in the legal pleadings allege the waiver is invalid. I understand the defense chosen by and paid for by HostShield shall only be up until a hearing to dismiss or a hearing on motion for summary judgment. In the event that any Court, Jury or equivalent finds the waiver to be unenforceable I agree that HostShield shall not be responsible whatsoever. I understand nothing is guaranteed in the civil justice system in the United States. In no event shall HostShield be responsible for covering the costs of defense for trial or any legal proceeding past the point of the Court ruling on a Motion for Summary Judgment or Motion to Dismiss. Hostshield and its affiliates retain the right to recover and receive any attorneys fees derived from the underlying services offered by HostShield.

16. I understand and agree that the waivers generated by Hostshield shall at all times remain the property of Hostshield and I agree to refrain from redistributing or using any waiver generated by hostshield outside of the platform provided by HostShield. I understand and agree that I am only entitled to use the waivers generated by HostShield so long as I am subscribed and paying the monthly fee. If at any point I no longer pay the monthly fee I shall immediately lose the right to use any of the waivers generated by HostShield. I expressly agree I will not take the waivers generated by HostShield and use it through any other medium outside of Hostshield. I agree doing such will result in me and my rental business becoming strictly liable to HostShield for breach of contract, and I agree to be held liable for the monthly subscription costs for the duration of any waiver being used outside of HostShield. I also agree to pay for any and all attorneys fees incurred by or on behalf of HostShield for any attempt or legal proceeding initiated by or on Behalf of HostShield to recover the costs for unauthorized use of the waiver owed to HostShield. I also agree and understand that I may be held liable for any and all consequential damages or any other damages arising from my unauthorized use of any waiver generated by HostShield outside of the HostShield platform. I agree and understand that I will be considered in breach of contract should I at any time use the waivers generated by hostshield outside of the HostShield platform. I agree and understand that I will be considered in breach of contract should I change, alter, or modify in any way the waivers generated by Hostshield.

17. I understand and agree that it is my exclusive responsibility to inspect for and remove from my property which is the subject of the waivers generated by HostShield any hazard or dangerous condition. I agree that even though I am using a liability release waiver to protect myself and my rental business I maintain the responsibility to notify HostShield of any dangerous conditions and address them immediately. I understand the goal of HostShield to is facilitate short term rental owners and managers in the pursuit of making the property as safe as possible for guests.

I understand that these terms affect my legal rights and obligations. If I do not agree to be bound by all of these terms, I will not use this service. By proceeding with my purchase, I agree to these Terms of Service.