

TERMS OF SERVICE

Super Biz Sites managed website service
Offered by Lemma Labs LLC, a Florida limited liability company

VERSION 2026-08-26 | EFFECTIVE AUGUST 26, 2026

WEBSITE DESIGN AND SETUP	\$0 upfront
MANAGED SERVICE	\$97 per month, billed automatically until canceled
TERM	Month-to-month; no long-term commitment
CANCELLATION	Email support@superbizsites.com; no telephone call or penalty
WEBSITE FILES	Available on request at any time; no website buyout fee

These Terms of Service ("Terms") govern the Super Biz Sites website and managed website service offered by Lemma Labs LLC, a Florida limited liability company. "Lemma Labs," "we," "us," and "our" mean Lemma Labs LLC. "Super Biz Sites" identifies the Site and service offering; it is not a separate legal entity.

1. Who may use the Service

The paid Service is offered to businesses for commercial purposes, not for personal, family, or household use. You must be at least 18 years old and legally able to enter into a contract. If you accept for a company or other organization, you represent that you have authority to bind it. "Customer" and "you" mean that business or organization.

2. Acceptance and your Order

These Terms become a binding agreement for paid Services when you affirmatively accept an order, proposal, purchase page, or checkout that links to or incorporates these Terms (an "Order"), check a box or take a similar action showing agreement, or otherwise expressly accept them electronically. Simply visiting the Site does not enroll you in a paid Service or authorize a charge.

Your Order identifies the Customer and may identify the website, activation date, or agreed additions to the standard Service. If an Order expressly conflicts with these Terms, the Order controls only for that conflict. You should download or print these Terms and keep them with your Order.

3. Standard Managed Website Service

We will create, launch, host, maintain, and manage one website for Customer. Website design and setup have a \$0 upfront fee. The Managed Website Service costs \$97 per month and is month-to-month with no long-term commitment.

The monthly Service includes:

- website hosting and an SSL/security certificate;
- routine technical maintenance and website backups;
- basic uptime monitoring and domain administration;
- reasonable technical support;
- reasonable minor updates to existing website text, photos, contact information, hours, services, staff information, and similar content; and
- other work we specifically agree to in writing.

The monthly Service does not include unlimited development. Major redesigns, significant new pages, custom applications, customer portals, e-commerce, complex booking systems, database functionality, custom API integrations, advertising, professional photography, extensive copywriting, or other substantial work require a separate written agreement. We will not charge an additional fee without Customer's approval.

4. Development, review, and launch

We will create the website using information reasonably available about Customer and information Customer supplies or approves. Customer will have an opportunity to review the website before public launch. Customer's written or electronic approval authorizes us to publish it.

Dates and estimates depend on Customer providing timely information, access, decisions, and approvals. Customer is responsible for reviewing the website for accuracy, including its business name, contact information, hours, services, pricing, licenses, certifications, photos, testimonials, policies, and other claims about Customer's business.

5. Recurring billing

The first \$97 payment is due when Customer activates the Service. Customer authorizes Lemma Labs and its payment processor to charge the payment method Customer provides on or about the same day each month until cancellation. Customer must maintain a valid payment method. Legally required taxes may be added.

THIS IS A RECURRING MONTHLY SUBSCRIPTION. CUSTOMER WILL BE CHARGED \$97 EACH MONTH UNTIL CUSTOMER CANCELS.

6. Cancellation and refunds

Customer may cancel at any time by emailing support@superbizsites.com or by using any online cancellation method we make available. No telephone call is required. A cancellation request is effective when we receive it. If received before the next monthly charge is submitted, it prevents that renewal. Customer retains the active Service through the end of the then-current paid billing period unless the parties agree otherwise.

There is no cancellation penalty. Payments already made are non-refundable except where required by law or expressly agreed by us. Cancellation does not waive amounts already due.

7. Failed payments

If a payment fails, we may retry it and request updated payment information. If an amount remains unpaid for more than seven days, we may suspend the website and related Services until the account is current. We may terminate the Service after repeated failed payments. We will not treat a good-faith billing inquiry as nonpayment while the parties are actively trying to resolve it.

8. Domain name

As between Lemma Labs and Customer, Customer owns Customer's domain name from the time it is registered or acquired for Customer. We may register, renew, configure, or administer it for Customer. One standard domain registration or renewal costing us up to \$25 per year is included. Premium, aftermarket, auction, specialty, unusually expensive, and additional domains are not included unless agreed in writing.

We may maintain technical or administrative access while providing the Service. On request or termination, we will reasonably cooperate in transferring administrative control to Customer after Customer completes required registrar steps and pays all undisputed amounts then due. We will not intentionally withhold Customer's domain merely because Customer cancels.

9. Website files and ownership

Customer owns its pre-existing trademarks, logos, original photographs, written materials, and other Customer materials. Customer may request a transferable copy of the client-specific website files at any time, including after cancellation, in the format we then use or reasonably support. We will not charge a website buyout fee solely for that copy. Customer is responsible for arranging and paying for any new hosting, migration, adaptation, or third-party service it chooses after receiving the files unless we agree to provide that work.

We retain ownership of our reusable templates, website-building systems, software, automation and artificial-intelligence workflows, internal libraries and framework components, generic code, deployment systems, methods, processes, and technology developed

independently of Customer ("Provider Technology"). If Provider Technology is included in transferred website files, we grant Customer a perpetual, non-exclusive license to use those incorporated components as needed to operate that website. Customer does not receive our underlying systems or technology merely because it receives its website files.

Transfers do not include third-party software, fonts, photos, accounts, platforms, or other materials that we do not have the right to transfer. Those items remain subject to their own terms.

10. Customer materials and permissions

Customer grants us a non-exclusive, worldwide license to reproduce, modify, resize, format, host, display, and publish materials Customer supplies or approves as reasonably necessary to provide the Service. Customer represents that it has all rights and permissions needed for that use.

Customer remains responsible for materials it supplies or specifically directs us to use. If we receive a credible complaint that material is unlawful, deceptive, or infringes another party's rights, we may remove or replace it while the matter is reviewed.

11. Third-party services

The Service may rely on registrars, hosting and content-delivery providers, mapping services, email providers, payment processors, scheduling platforms, social-media platforms, fonts, libraries, APIs, plugins, and other third parties. We do not control those providers and are not responsible for their outages, policy changes, account actions, price changes, or failures outside our reasonable control.

If a third-party service begins charging a material new fee necessary for a Customer-requested feature, we will obtain Customer's approval before passing that cost to Customer.

12. Customer responsibilities and acceptable use

Customer agrees to:

- provide reasonably accurate and current business information;
- review requested approvals and report material inaccuracies promptly;
- maintain required licenses, permits, and professional qualifications;
- maintain accounts, permissions, and credentials assigned to Customer;
- avoid requesting unlawful, deceptive, infringing, or privacy-violating content; and
- use the website and Service lawfully and without harming others or our systems.

Customer may not use the Service to distribute malware or unsolicited bulk messages, impersonate others, bypass security, infringe intellectual-property or privacy rights, or conduct activity that creates a material legal or security risk for us or our providers.

13. Privacy and customer data

If Customer's website collects information from its customers or prospects, Customer is responsible for providing legally required notices and using that information lawfully. We may process that information only as reasonably needed to operate and support the website, subject to any additional written data terms required by law. We will not sell Customer's customer information merely because we host or manage the website.

Unless we sign a specific written addendum, the Service is not designed for sensitive regulated data such as protected health information, complete payment-card data, government identification numbers, or children's data. Customer must not direct us to collect or store such data without our prior written agreement.

The superbizsites.com marketing Site has no public contact form, analytics, or tracking cookies as of the effective date. If you email us, reply to outreach, or become a Customer, we may use information you provide to respond, deliver the Service, process payments through our providers, keep business records, prevent misuse, and meet legal obligations.

14. Confidentiality

Each party will use reasonable care to protect the other's non-public information that is marked confidential or should reasonably be understood as confidential. This duty does not cover information that becomes public without breach, was already lawfully known without restriction, is independently developed, or is lawfully received from another source. Information Customer approves for publication on its website is not confidential. A party may disclose information when legally required, after giving notice when legally permitted.

15. No guaranteed business results

We will perform the Service in a commercially reasonable manner, but we do not guarantee search-engine rankings, map or directory placement, traffic, leads, calls, appointments, revenue, sales, conversion rates, advertising performance, or any other business result. Results depend on factors outside our control, including Customer's market, offer, reputation, responsiveness, competition, and third-party platforms.

16. Availability and security

We will use commercially reasonable efforts to keep the managed website operational and secure. Websites and internet services may become unavailable because of maintenance, technical failures, provider outages, cyberattacks, internet disruptions, third-party failures, or events outside our reasonable control. No internet-connected system can be guaranteed completely secure, uninterrupted, or error-free. Customer must promptly report suspected unauthorized access, compromised credentials, or security issues.

17. Suspension and termination

We may suspend or terminate affected Services if Customer fails to pay amounts properly due, uses the website unlawfully, requests unlawful or infringing content, materially breaches these Terms and fails to cure after reasonable notice, or creates a material legal or security risk. Except where immediate action is reasonably necessary, we will make reasonable efforts to give notice first.

If we terminate the Service without cause, we will refund any prepaid amount attributable to the unused portion of the current billing period. On termination, obligations already due remain due. Provisions that by their nature should survive, including ownership, licenses, payment, confidentiality, disclaimers, liability limits, indemnity, and dispute terms, will survive.

18. Warranty disclaimer

EXCEPT FOR OUR EXPRESS PROMISE TO PERFORM THE SERVICE IN A COMMERCIALLY REASONABLE MANNER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE, SERVICE, AND THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT EVERY ERROR WILL BE CORRECTED OR THAT THIRD-PARTY SERVICES WILL BE AVAILABLE OR ERROR-FREE. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OF THIS SECTION MAY NOT APPLY.

19. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITIES, OR DATA, ARISING FROM THESE TERMS OR THE SERVICE, EVEN IF ADVISED THAT SUCH LOSS IS POSSIBLE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEMMA LABS' TOTAL AGGREGATE LIABILITY ARISING FROM THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS CUSTOMER PAID LEMMA LABS DURING THE SIX MONTHS BEFORE THE EVENT FIRST GIVING RISE TO THE CLAIM OR (B) \$582.

These limits do not limit Customer's payment obligations or liability for fraud, gross negligence, willful misconduct, or any liability that cannot lawfully be limited.

20. Indemnification

To the extent permitted by law, Customer will defend and indemnify Lemma Labs and its personnel against third-party claims, damages, and reasonable costs arising directly from Customer materials that infringe another party's rights, false or unlawful representations supplied or expressly approved by Customer, Customer's unlawful use of the website, or Customer's products or services. This does not apply to the extent a claim results from our own unlawful conduct, gross negligence, or willful misconduct. We will provide reasonable notice and cooperation. Customer may not settle a claim in a way that admits fault by us or imposes an obligation on us without our written consent.

21. Price and material changes

We will give active Customers at least 30 days' advance notice before increasing the \$97 monthly price or materially reducing the core included Services. If Customer does not agree, Customer may cancel before the change takes effect and will not be charged the new price. Customer-requested changes expressly accepted by both parties may take effect immediately.

We may update these Terms prospectively. We will provide reasonable advance notice of material changes affecting an active paid Service. A material change will take effect at a later renewal only after the stated notice period, unless applicable law or an Order requires Customer's express agreement. Changes do not retroactively alter a dispute that arose before their effective date.

22. Electronic communications and records

The parties agree to conduct the transaction electronically. Electronic acceptance and signatures are intended to have the same effect as signed paper originals to the extent permitted by law. Customer agrees to receive Orders, invoices, receipts, billing notices, service notices, and legal communications at the email address it provides. Customer is responsible for keeping that address current. These Terms are available in a form Customer can download, print, and retain.

23. General terms

The parties are independent contractors. These Terms do not create a partnership, employment relationship, agency, franchise, fiduciary relationship, or joint venture. Neither party may bind the other except as expressly authorized.

Customer may not assign these Terms without our written consent. We may assign them in connection with a merger, reorganization, acquisition, or sale of substantially all relevant assets. Neither party is liable for delay or failure caused by circumstances beyond its reasonable control, but such circumstances do not excuse payment for Services already provided.

If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder will remain in effect. Failure to enforce a provision once is not a waiver. Headings are for convenience only.

24. Governing law and disputes

Florida law governs these Terms without regard to conflict-of-law principles. Any legal proceeding must be brought in the state courts located in Pinellas County, Florida, or the United States District Court for the Middle District of Florida, as applicable, unless the law requires otherwise.

Before filing a formal claim, each party will send written notice describing the issue and allow 30 days for informal resolution, unless urgent injunctive or similar relief is reasonably necessary.

25. Entire agreement and notices

These Terms and the accepted Order are the complete agreement about the Service and replace prior discussions or representations about it. An amendment must be agreed in writing or electronically, except for changes expressly permitted by Section 21.

Questions, cancellation requests, and legal notices to Lemma Labs may be sent to support@superbizsites.com or to Lemma Labs LLC, 7901 4th Street North, Suite 300, St. Petersburg, Florida 33702. Notices to Customer may be sent to the postal or email address in Customer's Order. Either party may update its contact information by notice to the other.