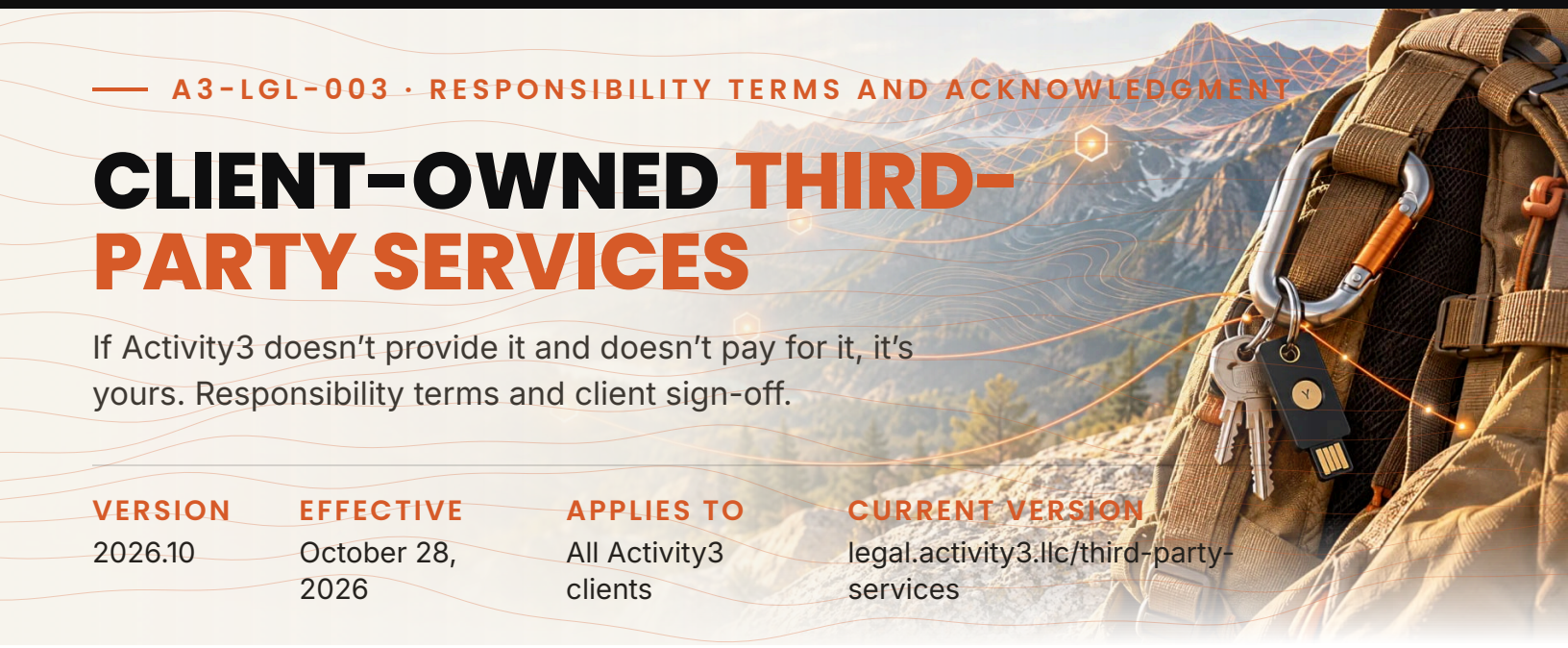


A3-LGL-003 · RESPONSIBILITY TERMS AND ACKNOWLEDGMENT

# CLIENT-OWNED THIRD-PARTY SERVICES

If Activity3 doesn't provide it and doesn't pay for it, it's yours. Responsibility terms and client sign-off.

| VERSION | EFFECTIVE | APPLIES TO | CURRENT VERSION |
|---|---|---|---|
| 2026.10 | October 28, 2026 | All Activity3 clients | legal.activity3.llc/third-party-services |

## AT A GLANCE

**If Activity3 did not provide it and does not pay for it, it is yours. You own the account, the renewal, the payment method, the access and the security — and the consequences if any of them lapse. Activity3 will help as your helpdesk. We are not responsible for the system itself.**

These terms apply to every Activity3 client and form part of our General Terms and Conditions. No Master Service Agreement, Order, email or ticket note changes them.

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SECTION 1 WP 01 · 3,745 FT

## PURPOSE AND SCOPE

1.1 **Why these terms exist.** Most organizations run on dozens of services that Activity3 never sold them: the website, the domain name, design software, file-sharing apps, personal cloud accounts, industry software. When one of those lapses, gets locked out or is compromised, the business feels it, and the helpdesk gets the call. These terms make clear, before anything goes wrong, who is responsible for what.

1.2 **How they apply.** These Client-Owned Third-Party Services Terms (A3-LGL-003) are part of the Agreement between your organization ("Client," "you") and Activity3, LLC ("Activity3," "we," "us") and are accepted along with the General Terms and Conditions. Signing the acknowledgment in Section 9 confirms them; it is not required for them to apply.

1.3 **They are not negotiated.** These terms rank first in the Agreement's order of precedence and are not modified by any Master Service Agreement, Order, email, ticket note or verbal statement. The only way a service stops being covered by them is for Activity3 itself to provide or pay for that service under a signed Order.

SECTION 2 WP 02 · 4,590 FT

## DEFINITIONS

2.1 **Activity3-Provided Service.** A product, license, subscription or service that Activity3, LLC or Unified NW, LLC supplies to you or pays the vendor for, as shown on a signed Order or on your Activity3 or Unified NW, LLC invoice. Licenses we resell and bill to you are Activity3-Provided Services.

2.2 **Client-Owned Third-Party Service.** Any application, platform, service, subscription, license, domain name, hosted resource or account that is not an Activity3-Provided Service. It does not matter who originally set it up, who uses it, whether it is paid on a company or personal card, or whether Activity3 has administrative access to it.

SECTION 3 WP 03 · 5,435 FT

## COMMON EXAMPLES

Each of these is a Client-Owned Third-Party Service unless it appears on your Activity3 or Unified NW, LLC invoice or a signed Order as Activity3-provided. Product names are examples only and belong to their owners.

| Category | Examples |
|---|---|
| **Websites and hosting** | Your hosted website and hosting plan, website builders and content-management platforms, web developers' accounts, SSL certificates bought directly. |
| **Domain names and DNS** | Domain registrations and DNS held at registrars and DNS providers such as GoDaddy, Squarespace and Cloudflare. |
| **Creative and file apps** | Adobe Creative Cloud and Acrobat, Dropbox, Box, Canva and similar subscriptions. |
| **Personal and device accounts** | Apple IDs and iCloud, personal Google accounts, app-store accounts, personal mobile plans. |
| **Business software** | Accounting, CRM, practice-management, payroll, e-signature and industry applications you subscribe to directly. |
| **Financial portals** | Online banking, merchant processing and payment platforms. |
| **Communications** | Internet, phone and mobile services you contract for directly with the carrier. |
| **Marketing and social** | Social-media accounts, email-marketing platforms, business listings and advertising accounts. |

SECTION 4 WP 04 · 6,280 FT

## WHAT YOU ARE RESPONSIBLE FOR

4.1 **Sole responsibility.** For every Client-Owned Third-Party Service, you alone are responsible for:

| | |
|---|---|
| **Ownership** | Holding the account in your organization's name, under an owner login your organization controls — not a departed employee's or a former vendor's. |
| **Renewals** | Tracking renewal and expiration dates and renewing on time, including auto-renew settings. |
| **Payment** | Keeping a valid, current payment method on file, paying the vendor's invoices, and absorbing price increases, late fees and penalties. |
| **Access and recovery** | Owner credentials, recovery email addresses and phone numbers, multi-factor devices and recovery codes, updated whenever staff change. |

| | |
|---|---|
| **Security and health** | Security settings, user permissions, sharing settings, multi-factor enforcement, availability and performance of the service. |
| **Your data in it** | Backups and exports of the data stored in the service, unless an Activity3 backup service for it is on a signed Order. |
| **The vendor relationship** | Contracts, terms of service, license counts, support plans, billing disputes and cancellations. |
| **Vendor notices** | Reading and acting on renewal, expiration, payment-failure, suspension and security notices the vendor sends to your contacts. |

SECTION 5 WP 05 · 7,125 FT

## WHAT ACTIVITY3 WILL DO

**5.1** **Helpdesk support.** Activity3 is as useful here as a helpdesk can be, with you as the responsible owner. When you raise a request about a Client-Owned Third-Party Service, we will:

- log it as a helpdesk ticket and troubleshoot on a best-effort basis;
- ask you, or the vendor at your direction, for an administrative login or delegated access so we can help;
- contact the vendor's support on your behalf when you authorize it, understanding that many vendors will deal only with the account owner; and
- tell you plainly when a fix belongs to the vendor or to the account owner.

**5.2** **What is billable.** Helpdesk assistance is provided within the scope of your managed services Order. Work that goes beyond helpdesk assistance — recovering a lapsed domain, rebuilding a locked-out account, restoring or migrating a website, moving data between platforms — is out-of-scope work billed under Section 6 of the General Terms and Conditions.

**5.3** **Credentials we hold.** If we keep administrator credentials for a Client-Owned Third-Party Service in our documentation, we hold them only to support you. Holding them does not transfer ownership or responsibility to Activity3, and it does not oblige us to monitor that service's renewals, billing, security or health.

SECTION 6 WP 06 · 7,965 FT

## WHAT ACTIVITY3 IS NOT RESPONSIBLE FOR

6.1 **Complete pass-through of responsibility. ACTIVITY3 HAS NO RESPONSIBILITY OR LIABILITY FOR ANY CLIENT-OWNED THIRD-PARTY SERVICE, including for: loss of access for any reason, including lost credentials, a departed account owner, lost multi-factor devices or vendor lockout; missed, lapsed or failed renewals; expired, declined or outdated payment methods; price increases, late, reinstatement, redemption or recovery fees; loss of a domain name, website, email delivery or data caused by a lapse, suspension or cancellation; vendor outages, breaches, data loss, account suspensions or policy changes; and the security, configuration, health and availability of the service. This applies even if Activity3 holds an administrative login for it, helped set it up, or has supported it before.**

6.2 **Consequential effects.** Activity3 is not liable for any loss that follows from a Client-Owned Third-Party Service failing or lapsing, including lost revenue, email or website downtime, reputational harm, or the cost of buying back or replacing what was lost.

SECTION 7 WP 07 · 8,810 FT

## AN EXAMPLE: THE DOMAIN NAME THAT LAPSED

Your company's domain name was registered years ago at a registrar, under an account set up by a former office manager. The renewal notices go to her old mailbox. The card on file expired last spring. The domain reaches its expiration date and the registrar can't charge the card.

Within days, your website and company email stop working, because both depend on that domain. After the registrar's grace period, a domain typically moves into a redemption period where getting it back costs a substantial recovery fee on top of the renewal. If no one acts, the domain can be released for anyone to register — including someone who will hold it for ransom.

**What Activity3 does:** we help identify the registrar and the account owner, walk the owner through renewing or redeeming the domain, and restore DNS, email and website routing once the domain is back under your control.

**What Activity3 does not do:** pay or absorb registrar fees or recovery costs, guarantee the domain can be recovered, or accept liability for the downtime or lost business. Recovery labor beyond helpdesk assistance is billable.

SECTION 8 WP 08 · 9,655 FT

## PROTECT YOURSELF: RECOMMENDED PRACTICES

- **Keep an inventory.** List every service you pay for, its renewal date, its account owner and the card on file. Review it at least once a year — your renewal meeting with our account team is a good time.
- **Use a company-controlled owner login.** Register accounts to a role address your organization controls, such as it@ or admin@, never to one person's mailbox.
- **Turn on auto-renew with a backup payment method.** Cards expire. Two methods on file prevents most lapses.
- **Lock down your domains.** Enable registrar lock and multi-factor authentication on registrar and DNS accounts, and register critical domains for multiple years.
- **Store credentials in your password manager.** Keep owner credentials and recovery codes where more than one trusted person can reach them.
- **Ask us to take it over.** If you would rather Activity3 own a renewal, ask your account team to quote it as an Activity3-Provided Service. Once it is on a signed Order and our invoice, it is ours to manage.

SECTION 9 WP 09 · 10,500 FT

## INDEMNITY AND ACKNOWLEDGMENT

**9.1** **Indemnity.** You will defend, indemnify and hold harmless Activity3, LLC and Unified NW, LLC against any claim, loss, fee or expense, including reasonable attorneys' fees, arising from a Client-Owned Third-Party Service.

**9.2** **Acknowledgment.** By signing below, the Client confirms that it has read these terms; that every application, service, subscription, domain and account not provided by or paid for by Activity3, LLC or Unified NW, LLC is the Client's sole responsibility; that Activity3's role for those services is limited to helpdesk support; and that Activity3 is not accountable for their access, renewal, payment, security or health.

CLIENT SIGN-OFF · SECTION 9.2

## ACKNOWLEDGMENT OF RESPONSIBILITY

By signing, the Client acknowledges Sections 1 through 9 of this document, including that every application, service, subscription, domain and account not provided by or paid for by Activity3, LLC or Unified NW, LLC is the Client's sole responsibility, and that Activity3's role for those services is limited to helpdesk support. Return the signed page to your account manager or operations@activity3.com.

| | |
|---|---|
| CLIENT ORGANIZATION | AUTHORIZED SIGNER (PRINT) |
| TITLE | DATE |
| SIGNATURE | ACTIVITY3 ACCOUNT MANAGER |

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