

## **ZIP360 Terms of Service**

**Last Updated:** 2 February 2025

### **1. Introduction**

Welcome to Zip360. These Terms of Service ("Terms") govern your use of our platform and services ("Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, please refrain from using our Services.

### **2. Nature of the Service**

Zip360 is a **white-label version of GoHighLevel**, operating as a rebranded platform powered by GoHighLevel's infrastructure. It is not a separate entity that integrates with GoHighLevel but rather a fully hosted and managed solution within the GoHighLevel ecosystem. By using Zip360, you acknowledge that its functionality, availability, and continued operation depend on GoHighLevel.

### **3. User Responsibilities**

- **Account Information:** You agree to provide accurate and up-to-date information during registration and to maintain the confidentiality of your account credentials.
- **Compliance:** You are responsible for ensuring that your use of the Services complies with all applicable laws and regulations.

### **4. Third-Party Dependencies**

As Zip360 is fully powered by GoHighLevel, we do not control or guarantee the ongoing availability of the platform's core features, integrations, or infrastructure. Any disruptions, modifications, or discontinuations made by GoHighLevel may impact the functionality of Zip360, and we hold no liability for such occurrences.

### **5. Wallet Balance and Chargeable Services**

Your Zip360 wallet is used to cover additional services that are not included in the standard subscription. These chargeable services include but are not limited to:

- a) SMS Campaigns: Purchasing credits for SMS marketing or notification services.
- b) Email Marketing Campaigns: Credits for sending bulk or individual email campaigns.
- c) Email Notification Services
- d) Chat Services
- e) AI Services
- f) Premium Templates and Custom Features: Accessing premium design templates or requesting custom integrations and developments.

g) Increased Resource Usage: Expanding hosting storage or bandwidth if your website exceeds the subscription's standard limits.

h) Advanced Marketing Tools: Using tools or features beyond the basic offerings included in the subscription.

You are responsible for maintaining sufficient funds in your wallet. If you are charged, it does not come to Zip360, but into your own wallet. If your wallet balance drops below zero, you authorize Zip360 to charge the linked payment method to replenish it. The system will auto re-charge your payment method when your balance reaches zero. Failure to maintain a balance may result in interruptions to these additional services.

## 6. Refunds

All payments made to Zip360 are non-refundable. By subscribing to any of our services, you agree that all charges are final, and Zip360 is under no obligation to provide refunds or credits for any reason, including but not limited to unused services, account termination, or platform downtime. Any exceptions to this policy will be at the sole discretion of Zip360 and must be requested in writing. Zip360 reserves the right to modify this policy at any time.

## 7. Termination and Service Discontinuation

- **Grace Period for Non-Payment:** If a sub-account stops paying their subscription, the account will be **immediately suspended**, restricting access to the platform. However, websites linked to the account will **remain live for a 90-day grace period**. If payment is not received within this time, the websites will become inactive, and the account may be permanently deleted.
- **By You:** You may terminate your account at any time by going to settings > Billing. Upon termination, your access to the Services will cease, and any data associated with your account may be deleted as per our data retention policy.
- **By Zip360:** We reserve the right to suspend or terminate your access to the Services at our discretion, with or without notice, for conduct that violates these Terms or is harmful to other users or third parties.
- **Discontinuation of Zip360 Services:** If Zip360 ceases operations for any reason:
  - **Notice:** We will provide you with at least 30 days' notice via email.
  - **Data Access:** During the notice period, exporting of files will be enabled. These files will be usable inside GoHighLevel if users choose to sign up there.
  - **Liability:** Zip360 shall not be liable for any losses or damages arising from the discontinuation of Services, provided that we have adhered to the notice and data access provisions outlined above.
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- **Discontinuation of GoHighLevel Services:** Since Zip360 is entirely dependent on GoHighLevel, if GoHighLevel ceases operations, Zip360 will no longer be able to provide services. In such an event:
  - We will notify all customers as soon as we are made aware of any impending closure.

- Zip360 is not responsible for the loss of access or data due to GoHighLevel's closure.

## **8. Limitation of Liability**

To the fullest extent permitted by law, Zip360 shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Services, including but not limited to data loss, third-party integrations, or service unavailability due to GoHighLevel's actions or decisions.

## **9. Amendments**

We may update these Terms from time to time. We will notify you of any material changes by posting the new Terms on our website and updating the "Last Updated" date. Your continued use of the Services after such changes constitutes your acceptance of the new Terms.

## **10. Disclaimers**

Zip360 makes no guarantees that your business will be profitable or that you will make money using the platform or the services.

The platform is provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Your use of the platform is at your own discretion and risk, and you agree that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. You agree that Zip360 has no responsibility or liability for the deletion or failure to store any information or content maintained or transmitted on or through the platform.

Without limiting the foregoing, we make no warranty that (a) the platform will meet your requirements, (b) the platform will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the platform will be effective, accurate, or reliable, (d) certain features will be added to the platform, or (e) the quality of the platform will meet your expectations or be free from mistakes, errors, or defects.

You acknowledge that the internet and telecommunications providers' networks are inherently insecure. Accordingly, you agree that Zip360 is not liable for any changes to, interception of, or loss of your data while in transit via the internet or a telecommunications provider's network.

Zip360 makes no warranty regarding any transactions executed through a third party or third-party services, or in connection with the platform, and you understand and agree that such transactions are conducted entirely at your own risk. Any warranty that is provided in connection with any services or content available on or through the platform from a third party or through third-party services is provided solely by such third party.

We reserve the sole right to either modify or discontinue the platform, including any services or features therein, at any time with (if GoHighLevel notifies us) or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure and the addition of free or fee-based services. Any new features that augment or enhance the then-current services on this platform shall also be subject to these terms of service.

## **11. Contact Information**

For any questions or concerns regarding these Terms, please contact us at:

**[Zip360.signups@gmail.com](mailto:Zip360.signups@gmail.com)**