



## **EZECUB TERMS AND CONDITIONS**

### **1. Agreement**

The terms on which we offer the Service to you are outlined in these terms and conditions. They are applicable to both us and you. Prior arrangements are superseded by these terms.

Your use of the Service is subject to the following terms and conditions.

You agree to the following terms and conditions; you make every User aware of these terms and conditions; and you ensure that every User complies with these terms and conditions.

### **CHANGES TO THESE TERMS AND CONDITIONS**

These terms and conditions are subject to change as time goes by.

We will notify you of the change, and you will be required to comply with the new terms and conditions as amended or discontinue using the Service.

### **DURATION OF THIS AGREEMENT**

This agreement initiates when you sign up for the Service by:

1. Emailing your approval to CHOOSE EzeCub to host your website and/or signing and returning a purchase order to us.

This agreement will remain in effect until either party gives the other 14 days written notice of termination. If this agreement is terminated or expires for any reason:

1. Our obligation to provide you with the Service terminates;
2. You must not use or access the Service after the termination date.
3. The rights and obligations of each party accrued prior to termination are unaffected.

2. Server / Network Maintenance.

### **SCHEDULED MAINTENANCE**

In order to keep its servers up to date, the Service Provider will perform scheduled server maintenance on a regular basis. We reserve the right to disable server access for the duration of the scheduled maintenance.

The Service Provider will make every effort to perform all scheduled maintenance during off-peak hours. If the maintenance period is expected to last longer than 30 minutes, the Service Provider will send an announcement to its announce mail list.

### **UNSCHEDULED MAINTENANCE.**

Unscheduled maintenance may be required. During this time, the server may be unavailable. In this case, after the maintenance is completed, a notification will be posted.

### **UPLOADING DATA**

Except for intellectual property rights in Client Data, the Service Provider and EzeCub will own all intellectual property rights created while providing the Service.

## **DATA BACKUP**

It is your responsibility to keep local backups of your website's content and information.

The Service Provider takes weekly snapshots of all server data and performs daily incremental backups of all system and Client data. However, we strongly advise all users to keep a recent copy of their sites for any unforeseen events. Backups are only made for the purpose of restoring the server.

## **HOSTING PLAN**

When you sign up for the Services, you must choose a website hosting plan from those listed in your quotation. Each website hosting plan is priced differently and provides a different level of service. The hosting plan you choose will determine:

1. Disk space (web files, email and database);
2. Maximum monthly level of traffic usage before incurring extra traffic costs;
3. Number of domains, sub-domains and domain aliases;
4. MySQL databases; and
5. E-mail mail lists,

## **TECHNICAL SUPPORT AND OTHER ADDITIONAL SERVICES**

The fees include standard web hosting and server maintenance services. We may perform Additional Services at your request, such as technical support for application-specific issues such as PHP, HTML, or script installation.

All Additional Services that you request must be paid for at our then-current Professional Rates.

## **THIRD-PARTY MATERIALS.**

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

## **SUSPENSION OR TERMINATION OF ACCOUNT**

We may monitor your account and the conduct of your account (but have no obligation to do so) to determine whether you and all Users are in compliance with this agreement.

We reserve the right to suspend or terminate your account immediately and without notice if:

1. We believe that your use of the Service may be illegal.

If we believe your use of the Service may violate any law, we may notify the appropriate authorities and provide them with relevant information as appears appropriate in the circumstances.

### **You agree to abide by the Service Provider’s Acceptable Use Policy.**

You are solely responsible for dealing with people who have access to Client Data and must not refer any complaints or inquiries about such data to us.

You must comply with the Acceptable Use Policy in relation to the Service at all times, and you must ensure that any User does so.

## **CONTACT US**

If you have questions or concerns about these terms please contact us through our contact page or contact at:

**[support@ezecub.com](mailto:support@ezecub.com)**