



in2eco

bright ideas for  growing
businesses

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HOSTING SUBSCRIPTION SERVICE

in2eco is a Bug Bear Marketing Ltd company

The following terms and conditions (“Terms”) govern all use of the in2eco website and all content, services, and products available at or through the website, including, but not limited to, in2eco Hosting, all plugins, and our API services, (taken together, our “Services”). Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Bug Bear Marketing's Privacy Policy) and procedures that may be published from time to time by Bug Bear Marketing (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by in2eco, acceptance is expressly limited to these Terms.

HOSTING

By using our hosting services, you grant us access to your website and database for the purpose of hosting and/or backing up your content. In order to address security vulnerabilities, we will first notify you, and then we may push an upgrade to your site, or we may access your site to remove malicious code.

We may scan your data and content to compile aggregated/anonymized statistics for our internal use to optimize the performance and security of the service.

You grant us a worldwide, royalty-free, and non-exclusive license to copy and store your data and content only to the extent necessary to operate the Service. You own your data and content.

For sites that we host, our goal is an uptime of 100% - meaning all sites are available 24/7/365. We know that sometimes this goal may not be achieved, and in those cases, the following Service Level Agreement (SLA) applies:

We guarantee a 99.9% uptime SLA.

We do not place any hard limits on traffic, visits, or bandwidth on your sites. Should your site experience a spike in traffic (both human and/or by bots), your site may experience performance problems or even downtime. We will send an alert on how to upgrade your hosting plan to higher resources in this case, and our SLA will not apply.

Should the SLA not be met during a calendar month, you are entitled to an SLA Credit. You must contact us to request an SLA Credit within 30 days of the end of the month for which the SLA was not met. Credits will be valued at 5% of your monthly hosting charges for each full hour of downtime beyond the SLA and will not exceed 100% of your hosting charges. Downtime will be determined by our monitoring tools.

Our SLA applies to any human errors by our team and by employees or contractors of any 3rd party service providers that we use to supply the hosting service.

Our SLA does not apply to any downtime that is out of our control, including problems resulting from 3rd party code, user-error, or natural disasters such as floods or earthquakes.

API

Some Services require API access to enable all features and functionality. These currently include, but are not limited to WP Smush Pro, WP Smush, Hummingbird, Defender, Snapshot Pro, SmartCrawl, and Anti-Splog.

If you are using any of our API Services, the following applies:

You must maintain an active subscription with in2eco to make use of API services. API based services may only be accessed by our plugins designed for that purpose.

API services use an assigned API key to connect.

We reserve the right to suspend API access to users that use an unusual amount of API requests or resources that we feel may impact the services to other members.

BACK UPS

In addition to the unlimited 30-day rolling backups included with each in2eco hosted site, members get 10GB of cloud storage that can be used to create and store 30-day rolling backups. Additional space can be purchased for the lowest prices in WordPress guaranteed.

By using our backup services, you grant us access to your website and database for the purpose of backing up and or restoring your data and content.

We may scan your data and content to compile aggregated/anonymized statistics for our internal use to optimize the performance and security of the service.

You grant us a worldwide, royalty-free, and non-exclusive license to copy and store your data and content only to the extent necessary to operate the Service. You own your data and content.

PROHIBITED USES

infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights);
publish, host, or transmit content that is defamatory, slanderous or trade libelous;
publish, host, or transmit content that is threatening or harassing;
publish, host, or transmit content that is discriminatory based on gender, sexual orientation, race, age or promotes hate;
disclose the sensitive personal information of others;
distribute material that is or enables malware, spyware, adware, or other malicious code;
send spam or bulk unsolicited messages;
interfere with, disrupt, or attack any service or network;

PAYMENTS & SUBSCRIPTIONS

Hosting, Managed Backups, and our CDN (“Paid Services”). By using a Paid Service, you agree to pay the specified fees, which we’ll charge you for in regular intervals (such as monthly or annually), on a pre-pay basis until you cancel. To ensure uninterrupted service, our Paid Services are automatically renewed. This means that unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any taxes). Your Paid Services are renewed for the same interval of time. If your payment fails or Paid Services are otherwise not paid for on time, we may immediately cancel or revoke your access to the Paid Services. We reserve the right to refuse service or cancel your subscription with a prorated refund for any reason we deem appropriate. We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don’t agree with the fee changes, you can cancel your Paid Service.

SECURITY

You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure and you must immediately notify in2eco of any unauthorized uses of its sites, its account, or any other breaches of security.

LEGALS

Our Services are provided “as is.” in2eco and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither in2eco nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

In no event will in2eco, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to in2eco under this Agreement during the twelve (12) month period prior to the cause of action. in2eco shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.