

# Cirrus Cloud Web Hosting Terms and Conditions

Effective Date: [18 Sep 2019]

## 1. Introduction

By signing up for Cirrus Cloud shared web hosting services, you (the "Client") agree to be bound by these Terms and Conditions. This document outlines your rights and obligations, as well as our policies regarding the use of our services. If you do not agree to these terms, please discontinue use of our services.

## 2. Services Provided

Cirrus Cloud offers shared web hosting services where multiple websites share server resources. These services include hosting space, email accounts, and database support, among others, based on your selected hosting plan. While we strive to offer uninterrupted services, occasional maintenance or upgrades may result in temporary downtime.

## 3. Account Setup

- Upon registering, you must provide accurate information including name, email, and billing details. Failure to maintain up-to-date contact information may result in the suspension or termination of your account.
- You are responsible for keeping your account login details secure. Cirrus Cloud will not be held responsible for any unauthorized access caused by negligence in safeguarding your credentials.

#### **4. Acceptable Use Policy (AUP)**

To maintain a safe and reliable hosting environment, you agree not to engage in the following activities:

- Hosting content or applications that violate local, national, or international laws, including those related to intellectual property and privacy.
- Uploading or distributing malware, viruses, or harmful code.
- Running resource-intensive scripts that negatively impact server performance for other users.
- Sending unsolicited bulk emails (spam) or running email marketing campaigns without compliance with anti-spam laws.
- Hosting content promoting illegal activities, hate speech, or harmful behavior.

#### **5. Resource Usage**

Cirrus Cloud offers various hosting plans with different resource limits (e.g., disk space, bandwidth, CPU usage). Excessive consumption of these resources may result in:

- Temporary or permanent suspension of your account.
- A request to upgrade to a higher-tier plan. We reserve the right to monitor resource usage and notify you of any violations.

#### **6. Data Backup**

While Cirrus Cloud performs periodic backups of the server, we strongly recommend that you maintain your own backups of your website and databases. Cirrus Cloud is not responsible for data loss resulting from hardware failure, user error, or other unforeseen events.

## **7. Billing and Payment**

- Hosting fees are charged based on the chosen plan and are payable in advance on a monthly or annual basis.
- You are responsible for ensuring that payments are made before the due date. Late or missed payments may result in account suspension or termination.
- Cirrus Cloud reserves the right to change pricing at any time, with prior notice provided to affected customers.

## **8. Refund Policy**

If you are unsatisfied with our services, you may request a refund within the first 30 days of service. Refunds after this period will not be issued. Certain services such as domain registration or SSL certificates are non-refundable.

## **9. Service Suspension and Termination**

- Cirrus Cloud reserves the right to suspend or terminate any account that violates these Terms and Conditions, including but not limited to violation of the Acceptable Use Policy or failure to make timely payments.
- Upon termination, your data will be removed from our servers. It is your responsibility to secure your data before cancellation or termination of the account.

## **10. Limitation of Liability**

Cirrus Cloud shall not be held liable for any damages, including but not limited to lost profits, loss of data, or business interruption, arising from the use or inability to use our services. The total liability of Cirrus Cloud for any claims related to this agreement is limited to the amount paid by you for the hosting service in the preceding 12 months.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Cirrus Cloud, its officers, employees, and affiliates from any claims, damages, liabilities, or expenses arising from your use of the hosting services, breach of these Terms and Conditions, or infringement of any third-party rights.

## **12. Changes to the Terms**

Cirrus Cloud reserves the right to amend or update these Terms and Conditions at any time. You will be notified of any significant changes via email or through a notice on our website. Continued use of the services after such changes will constitute acceptance of the revised terms.

## **13. Governing Law**

This agreement shall be governed by the laws of [Your Jurisdiction], and any disputes shall be resolved in the courts of [Your Jurisdiction].

## **14. Contact Information**

For any inquiries regarding these Terms and Conditions or your account, please contact us at:

Cirrus Cloud

Email: [info@cirrusmm.net](mailto:info@cirrusmm.net)