

Terms of Service

cPanel terms of service

Welcome to cPanel! This document sets forth the terms and conditions that apply to your use of the cPanel website ("Site") and all services provided on or through the Site (collectively, the "Services"). You must review this document carefully because it is a legal and binding agreement between you and cPanel, L.L.C. ("cPanel," "we" or "us"). By using the Site or by clicking the "I Agree" button, you agree to the terms and conditions of this Terms of Use ("Agreement"). If you do not agree to the terms and conditions of this Agreement, click the "I Do Not Agree" button or discontinue your use of the Site. You may not use the Site or the Services if you do not agree to the terms and conditions of this Agreement.

cPanel reserves the right to revise, modify, add or remove the terms and conditions of this Agreement at any time. In the event that we do so, we will notify you in accordance with the notice provisions of this Agreement. Take note of the Effective Date listed at the top of this Agreement. If we make changes to the terms and conditions, we will update the Effective Date to note the date of such changes. By continuing to use the Site after receiving notice of the updated Agreement, you agree to the new terms and conditions.

Description of services

The Services include all the services provided on or through this Site, including but not limited to sales, documentation, discussion forums, newsletters, mailing lists and other services which cPanel may add in the future. cPanel reserves the right to add, remove, modify or suspend all or some of the Services at any time.

Ownership and license to use site

Except for content submitted by you or other users of the Site and except for certain third-party content on the Site, cPanel owns all right, title and interest in and to the Site, the Services and the information, data, text, computer code, source code, audio, images, video, messages, tags or other materials ("cPanel Content") on the Site, including any Intellectual Property Rights. By "Intellectual Property Rights" we mean trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under Applicable Law, including all applications for and registrations of any of the foregoing. By "Applicable Law" we mean applicable international, federal, state or local laws, statutes, ordinances, regulations or court orders.

cPanel also owns all right, title and interest in and to the cPanel trademarks, service marks, trade dress and logos ("cPanel Trademarks"). The use of the cPanel Trademarks is governed by cPanel's **Trademark Usage Policy**. By agreeing to this Agreement, you also agree to abide by cPanel's Trademark Usage Policy. We established this policy to protect consumers from misleading or confusing uses of the cPanel Trademarks.

Unless otherwise expressly specified, the cPanel Content, Services and the Site are for your personal and non-commercial use, and you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Site without the written permission of cPanel.

You acknowledge and agree that the Site, Services, cPanel Trademarks and cPanel Content (collectively, "cPanel IP Rights") are and shall remain the sole and exclusive property of cPanel. You agree that you shall never oppose,

seek to cancel, or otherwise contest cPanel's ownership of the cPanel IP Rights or act in any manner that would or might conflict with or compromise cPanel's ownership of the cPanel IP Rights, or similarly affect the value of the cPanel IP Rights.

Restrictions on use of the site and member conduct

You must be thirteen years of age or older to use this Site. Viewing or using certain sections of the Site and Services require you to have an account in good standing. In order to have an account in good standing you must comply with the terms and conditions of this Agreement and follow the procedures set forth in the Account Security section of this Agreement.

You agree that you are responsible for your use of the Site and the Services, including any information, data, text, software, sound, photographs, graphics, video, messages, tags or other materials ("User Content") that you Submit to the Site through any means. For purposes of this Agreement, to "Submit" something means to email, post, upload, distribute or otherwise make available to cPanel or on or through the Site whether electronically, by telephone, fax or any other means.

In using the Site or Services, you must comply with all Applicable Laws including all Applicable Laws related to the import, export or re-export, directly or indirectly, of any software accessed or downloaded from or through the Site.

In using the Site and the Services, you agree that you will not engage in any of the following or authorize or encourage any third party to engage in any of the following:

Submit any content that is unlawful, defamatory, hateful, invasive of another's privacy, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as determined by cPanel;

Submit any content that (a) infringes upon any third party Intellectual Property Rights or other proprietary right, (b) violates any contractual or fiduciary rights or obligations or (c) misappropriates any trade secrets;

Submit any content that you do not have ownership of (unless you have sufficient rights, consents or licenses to Submit such content);

Submit any content, script, code, software or other materials that contains viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

harm, impair, delay or otherwise disrupt or prevent others from using the Site or Services;

Submit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except (a) in those areas (such as the Ads & Offers forum) that are designated by cPanel for such purpose; and (b) only if such advertising and promotional materials comply with all Applicable Laws and are not false or misleading;

use the Site or Services for any fraudulent or inappropriate purpose;

attempt to gain unauthorized access to the Site or Services, other accounts, computer systems or networks connected to any cPanel server or to any of the Services, through hacking, password mining or any other means;

Interfere with, disrupt, tamper with or access without authorization any computers, servers or networks of cPanel or operated by others on behalf of cPanel;

forge, delete or otherwise manipulate headers or other identifiers in order to disguise the origin of any content you Submit;

stalk or otherwise harass another; or

collect personal information about other users.

cPanel has the right but not the obligation to pre-screen, refuse, disable access to or remove any User Content that is available via the Site or Services, including by removing any User Content that violates this Agreement or that we otherwise find objectionable. cPanel also has the right, but not the obligation, to investigate your use of the Site or Services to determine whether you have violated this Agreement. cPanel may access your account and otherwise engage in investigations to the extent required or permitted by Applicable Law or to comply with a legal process or governmental request.

Without limiting any of cPanel's other legal rights, remedies and defenses, all of which are expressly reserved, cPanel may terminate or suspend any account for breach of this Agreement at any time in its sole discretion, including for any repeated breach of this Agreement's prohibition on User Content that violates third-party Intellectual Property Rights. A breach of any cPanel agreement or policy that you are required to abide by under the terms of this Agreement counts as a breach of this Agreement. For example, if you breach a provision of cPanel's Trademark Usage Policy or an applicable cPanel End User License Agreement, each such breach would count as a breach of this Agreement. Any violation of this Agreement may subject you to state and federal penalties and other legal consequences.

Your license to cPanel

You hereby grant cPanel a nonexclusive, royalty-free, worldwide and sublicensable right to distribute, reproduce, publicly display, create derivative works based upon and otherwise use any User Content that you submit on or through to the Site or Services. The license granted in the preceding sentences will terminate at the time you completely remove such User Content from the Site or Services unless cPanel has relied upon such license prior to the time you completely remove such User Content. For example, if cPanel has relied upon your license grant and used your User Content for promotional purposes prior to your removal of the User Content from the Site, cPanel is entitled to continue to use your User Content. In other words, your license grant under this paragraph becomes irrevocable if cPanel relies on it. Otherwise, the license grant expires once you remove the User Content from the Site.

Additionally, with respect to any feedback (including testimonials), suggestions or ideas ("Submissions") that you submit to cPanel on or through the Site or Services concerning the Site, or any of cPanel's products or services, you agree that: (a) your Submissions will automatically become the property of cPanel, without any compensation to you; (b) cPanel may use or redistribute the Submissions for any purpose and in any way; (c) cPanel is not obligated to review the Submission; and (d) cPanel is not obligated to keep any Submissions confidential.

cPanel privacy policy

cPanel respects your privacy. Because of this, we have established a privacy policy to disclose what information we collect from you and how we use, disclose and store such information. By Agreeing to the terms and conditions of this Agreement, you acknowledge that you have read, understood and agreed to the terms and conditions of the cPanel **Privacy Policy**.

Account security

If any of the Services on the Site require you to create an account, you must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true, current, complete and accurate. You must select a password and a username. cPanel may provide you with tools to assist you in evaluating the strength of the password you select to access the Site and Services, but we cannot guarantee that such password will provide absolute protection. Additionally, we are not responsible for the protection of any password you use to sign up to any of our newsletters and mailing lists. We will periodically email you the password you use for such newsletters and mailing lists so that password will be inherently insecure. You should use a different password for your account other than the password you use for our newsletters and mailing lists.

You are responsible for maintaining the confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You agree to notify cPanel immediately of any unauthorized use of your account or any other breach of security. cPanel will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by cPanel or another party due to someone else using your account or password. You may not use anyone else's account at any time. If you provide any information that is false, inaccurate, out of date or incomplete, or if cPanel has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, cPanel may suspend or terminate your account and refuse any and all current or future use of the Services, the Site or any portion thereof.

Links to third party sites

This Site may contain links to third-party websites posted to the Site by cPanel or other users. cPanel does not control such third-party sites or the content of such sites. cPanel does not endorse and is not responsible for such third-party sites or content. Use your best judgment when navigating away from the Site.

Your representations and warranties

By Submitting any User Content or Submissions, you represent and warrant that (a) you have the right to grant to cPanel the licenses granted under this Agreement (or the right to assign the rights you have assigned to cPanel under this Agreement); (b) that none of the User Content or Submissions you Submit infringes the Intellectual Property Rights of any third party; and (c) that each person depicted in any images included in any User Content, if any, has consented to the use of their images or likeness.

Disclaimer of warranty

CPANEL DOES NOT WARRANT THAT THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT WILL OPERATE ERROR-FREE OR THAT THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CPANEL IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CPANEL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. CPANEL MAKES NO WARRANTIES

ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT.

Disclaimer of consequential damages

UNDER NO CIRCUMSTANCES SHALL CPANEL BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF SITE, SERVICES, CPANEL CONTENT OR USER CONTENT, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT, FROM INABILITY TO USE THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, CPANEL CONTENT OR USER CONTENT OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

Indemnification

You shall indemnify, defend and hold harmless cPanel and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns and cPanel affiliates (and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the “cPanel Parties”) against any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon the cPanel Parties or any one of them in connection with any claims, suits, actions, demands or judgments (“Claims”) related directly or indirectly to or arising out of (a) any User Content or Submission that you Submit; (b) your use of the Site or Services; (c) your breach of this Agreement or any representations and warranties made by you in this Agreement; and (d) your violation of any third-party rights.

Termination

You may terminate this Agreement with or without cause at any time by providing notice to cPanel using the notice provisions of this Agreement; provided, however, that cPanel may preserve your account information to the extent required or permitted by Law. cPanel may terminate this Agreement or terminate, suspend or disable your access to the Site or Services at any time for any reason with or without notice. If cPanel elects to provide you notice of such termination, we may use any notification method set forth in the Notices section of this Agreement.

The following sections of this Agreement shall survive expiration or termination of this Agreement: Restrictions on Use of the Site and Member Conduct, Your License to cPanel, cPanel **Privacy Policy**, Your Representations and Warranties, Disclaimer, Termination, Limitation of Liability, Indemnification, Notice And Procedure For Making Claims Of Copyright Or Intellectual Property Infringement and Miscellaneous. The Ownership and License to Use Site section shall survive expiration or termination of this Agreement solely to the extent that it concerns cPanel’s ownership of the cPanel IP Rights and your agreement not to interfere with such rights as more specifically set forth in that section.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

cPanel respects the Intellectual Property Rights of others and our policies ask our users to do the same. If you believe that your Intellectual Property Rights have been violated on this Site, please provide cPanel's Copyright Agent the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

a description of the copyrighted works or other intellectual property that you claim has been infringed;

a description of where the material that you claim is infringing is located on the site;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

cPanel's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Copyright Agent c/o cPanel, L.L.C. 1100 W 23rd St Suite 153 Houston TX, 77008

Independent contractors

It is the intention of the parties that cPanel and you are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between cPanel and you.

Choice of law; venue; jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof. Any dispute or claim arising out of or in connection with the Agreement shall be finally settled and exclusively by the state or federal courts located in Harris County, Texas. For purposes of this Agreement, you and cPanel hereby irrevocably consent to exclusive personal jurisdiction and venue in the federal and state courts in Harris County, Texas.

Entire agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior agreements and communications of the parties, oral or written. The preceding sentence shall not apply to any applicable cPanel End User License Agreement (or other cPanel license agreement entered into between you and cPanel), the cPanel **Tech Support Agreement**, the cPanel **Trademark Usage Policy** or the cPanel Partner NOC Agreement (if applicable).

Other cPanel agreements

You acknowledge and agree that (a) your use (if any) of cPanel's software products is conditioned upon your agreement to the applicable cPanel End User License Agreement for each such software product; and (b) your use of any technical support services, including those provided on this Site, shall be governed by the cPanel **Technical Support Agreement**.

Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not effect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Assignment

This Agreement may not be assigned, transferred, delegated, sold or otherwise disposed of, including without limitation by operation of law, except as follows: cPanel may assign transfer, delegate, sell or otherwise disposed of this Agreement in its entirety. In addition, cPanel may delegate its performance under this Agreement in whole or in part to one or more affiliates, provided that cPanel will remain liable and responsible for any performance or obligation so delegated. Any purported assignment, transfer, delegation, sale or other disposition in contravention of this paragraph, including by operation of law, is null and void.

Waiver

Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. No party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

Remedies cumulative

Except as expressly set forth herein, no remedy conferred upon the parties by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

No third party beneficiaries

This Agreement is made for the benefit of the parties only, and this Agreement is not for the benefit of, and was not created for the benefit of, any third parties

Notices

All notices or questions relating to this Agreement and the Privacy Policy shall be directed to: cPanel, L.L.C., 1100 W 23rd St, Suite 153, Houston TX, 77008, Attention: Legal Dept. Any notice required to be given under this Agreement shall be deemed given by cPanel when sent to you by email, telephone, fax or mail to the contact information supplied by you to cPanel, or when conspicuously announced by cPanel on the Site. You may update such information from time to time by logging into the Site and using the tools provided by the Site to update your

contact information. Any failure by you to provide cPanel with updated contact information will not invalidate the effectiveness of any notice sent by cPanel to the contact information previously supplied by you.

Time-limited claims.

Regardless of any statute or law to the contrary, you agree that any claim or cause of action arising out of or related to the Site, Services, cPanel Content, User Content or this Agreement, must be filed within one year after such claim or cause of action arose or be forever barred.

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