**Terms and Conditions ("Terms") for Edgecore Networks**

Last updated: 08/17/2020

Corporation Services

These Terms and Conditions covering the Services provided to you ("Customer") by Edgecore Networks Corporation ("Provider") as entered into and agreed with by Customer as of the date Customer uses any of Provider's Services.

**1. Services**

The *ecCLOUD* and associated Services are provided by Provider. The Services are defined on Provider's web site at Add-ons page.

**2. Trial Period**

2.1 A trial period of one (1) week is available at the sole discretion of Provider.

2.2 A trial is only available once per cloud/account.

2.3 At the end of the one (1) week trial period, the Customer must register for paid services or all Services provider during the trial period will be disabled.

2.4 These Terms and Conditions apply to all trial periods.

2.5 Trial periods are subject to change or withdrawal at any time, without notice.

**3. Registration and Account Integrity**

3.1 As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

3.2 Where we provide an organization with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organization.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

**4. Pricing**

4.1 Current pricing is shown on Provider's web site at Add-ons page.

4.2 We reserve the right to change pricing and Services offered at any time by updating Exhibit A of these Terms and Conditions. No direct notice will be sent.

4.3 All payments are non-refundable for any reason.

**5. Payment and Credit Control**

5.1 Payment for all Services is due at the end of each month. The fee for each Service times the number of devices in a Site will be invoiced. Add-on services are billed monthly in arrears.

5.2 If you upgrade from a trial account or add new Services during a month, you will be charged for the Services prorated for the days used in the first month. Thereafter you will pay the monthly rate at the end of each month.

5.3 Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be due in full on each anniversary.

5.4 Payment may be made either by auto-pay (with credit card), or manual pay (with credit card or voucher code).  If auto pay is enabled, the customer's credit card on file will automatically be charged for the invoice total at the end of each month (Provider will not actually store any credit card information. This will be handled by Stripe, a payment processing API).

5.5 If Customer decides to manual pay, they must login within two weeks after the end of each month to pay their invoice.  Any Customer account that is not paid when due may have all Services suspended until payment is current.

5.6 Where a credit or debit card payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and valid credit or debit card information is provided for your account.

**6. Cancellation**

6.1 You may cancel your account or accounts at any time.

6.2 Cancellation should be done from the Billing and Licenses management page of the ecCLOUD, or in writing via email to eccloud@edge-core.com. Cancellation may also be made by signed letter that is delivered to Provider via national recognized overnight carrier.

6.3 Cancellation by any other means, including (but not limited to) telephone call, fax, text or instant message is not valid.

6.4 No refunds will be provided for any reason.

**7. Adding or Reducing Services**

7.1 Users have the ability to add new Services or to remove Services at any time upon written notice.

7.2 Where a Customer removes a Service, the Customer is responsible for all the data within the account and any loss of data caused by the removal of any service within the account related to such removal.

7.3 No refunds will be offered for Service removal during the month of removal. That monthly charge will be due in full. The new lower monthly charge will be automatically applied at the end of the following month.

**8. Limitation of Liability**

IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL PROVIDER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS OR REVENUE OR LOSS OF BUSINESS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9. Technical Support**

9.1 Technical support will be provided via email and such other means as determined by Provider in order to provide a proper Service to Customers.

9.2 We reserve the right not to provide a full technical support service to trial account users.

**10. Ownership**

10.1 Provider owns and will continue to own all rights and title to the Services.

**11. Termination**

11.1 We may terminate Services to any Customer at any time where these Terms and Conditions have been breached. Such termination can be with or without notice and is without any Provider liability.

11.2 Various provisions of these Terms and Conditions will survive and continue after termination, including (but not limited to) clauses 8, 10, 11, 14 and 19.

**12. Warranty and Backups**

12.1 Provider will take reasonable steps to ensure that the Services are available and functioning properly at all times. However, Provider is not responsible for down-time or poor performance of our servers or infrastructure, or where any Service is unavailable for any other reason, whether within or outside our direct control.

12.2 Customer is solely responsible for backing up any content or data utilized with any Service. Provider strongly recommends that Customer regularly and completely backup all of your content and data utilized in any manner with the Services.

THE FOREGOING WARRANTIES, TERMS OR CONDITIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**13. Assignment**

Neither these Terms and Conditions nor the Services thereunder may be assigned by Customer without the prior written consent of Provider.

**14. Indemnity**

Customer agrees to indemnify and hold Provider and their respective subsidiaries, affiliates, officers and employees harmless from any loss, fines, fees, liability or claim made by any third party arising from your breach of these Terms and Conditions while using the Services.

**16. Data protection**

16.1 Provider shall not access your data except to provide the Services and to address service or technical problems and with your written permission. If Provider is given any access to Customer's data, Provider shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of such data.

16.2 Provider shall not disclose Customer data except as compelled by law or as expressly permitted in writing.

**17. Severability**

The foregoing Sections of these Terms and Conditions shall be read and construed independently of each other. Should any part of this agreement or its Sections be found invalid it shall not affect the remainder of the agreement.

**18. Waiver**

Failure by us to enforce any accrued rights under these Terms and Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

**19. Jurisdiction**

These Terms and Conditions shall be interpreted, construed and enforced in accordance with the laws of Taiwan. The venue for any legal proceedings will be the courts in Hsinchu, Taiwan. If any legal proceedings addressing any dispute arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover all of its attorney's fees and costs.