



## Cruzio Web Hosting Terms of Use

877 Cedar Street, Suite 150  
Santa Cruz, CA 95060  
t. 831-459-6301 f. 831-460-2839  
[www.cruzio.com](http://www.cruzio.com)  
[office@cruzio.com](mailto:office@cruzio.com)

### CRUZIO WEB HOSTING TERMS OF USE

Agreement to terms of Cruzio Internet Master Services Agreement also required.

#### 1. Domain Registrations

ICANN policy:

<http://www.icann.org/en/dndr/udrp/policy.htm>

Master Contract:

<http://opensrs.com/resources/contracts/exhibita.htm>

#### 2. Cruzio Internet-Built Websites

##### 2.1 Ownership

All files become the exclusive property of the Client upon acceptance of delivery, however these files are partially based on a non-exclusive code base created and maintained by Cruzio Internet and in some cases existing code was used to help create the deliverables. Such code and other underlying technologies do NOT become the property of the Client, only the Finished Product(s). In addition, the Finished Product(s) may depend on code, objects (COMs), and other third party utilities that are the property of their respective owners. No rights to these dependencies is expressed or implied. Additional licensing may be required with third party assets.

##### 2.2 Point of Contact & Training

Cruzio Internet will require one point of contact during the Contract for clarifying requirements for design, key features, usability and maintenance issues. Cruzio Internet requires this person be available to answer questions arising from the project within 24 hours on workdays (subject to reasonable exceptions), and to have authority to make design and related decisions on the system.

##### 2.3 Dependencies

In the event that any aspect of this Contract is dependent on a separate third party or the Client's in house team, the quality and punctuality of the Finished Product(s) may be subject to said party's ability to meet the required timelines and/or level of quality. Cruzio Internet is not responsible for any delay or defect caused by separate third party or the Client's in house teams.

##### 2.4 Hosting & Backups

Websites not hosted by Cruzio Internet will receive no support after the site is built. Cruzio Internet maintains internal backups of active project code and design files. This backup system is not guaranteed and does not



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*Internet*

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support any content produced by the Client. Cruzio Internet is not responsible for the Backup and Restoration of the Finished Product(s) and any associated data.

### 2.5 Security

Although Cruzio Internet makes every effort to provide secure Finished Product(s), due to the nature of rapidly advancing technology, Cruzio Internet can in no way guarantee that the Finished Product(s) will not be subject to security breaches. Cruzio Internet recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. The Client is solely responsible for tracking software updates.

### 2.6 Limited Liability

The Client alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the Client of the output of the Software or any reliance thereon; and (c) obtaining the required licenses and respect copyright for any and all third party assets including but not limited to fonts, media, and software. The Client shall also be responsible for the continued operation and maintenance of the computer equipment and third party software used with the Finished Product(s), and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers. See also Disclaimer of Warranties/ Limitation of Liability.

### 2.7 Warranty

Cruzio Internet will provide patches and bug fixes for any bugs or issues included in the scope of work reported within the grace period of no more than 30 days following the date of project completion as defined by the date the client signs off on the deliverables. All bug fixes outside of the project scope or after the grace period are the responsibility of the client. Hourly projects are NOT subject to warranty. Design and the placement, editing and arrangement of editorial content are NOT subject to warranty. Should further support be necessary, additional charges will apply.

### 2.8 Credit

Cruzio Internet retains the right to use the Client within its roster of clients. A link to The Client website/ application website will be placed on the Cruzio Internet website as part of its business portfolio.

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Customer Name/Company Representative (PRINT)

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Signature & Date