

AGREEMENT BETWEEN YOU AND US

Terms of use is a legal agreement between **EG SEARCHWORLDWIDE Ltd.**, a Cyprus corporation, with its principal place of business at 12A, Kosti Palama Street, CY-3095, Limassol, Cyprus (“Cubo”, “Cubocloud.ir”, “we”, “us” or “our”) and you (“user”, “you”, “your” or “yours”). The purpose of this Agreement is to allow you to use the service. This Agreement is a legal document so the language is necessarily “legalese”, but we have tried to make it as readable as possible.

ACCEPTANCE OF TERMS

Cubocloud.ir provides service to users under the following Terms of Service ("TOS"), which may be updated without notice. You can review the most current version of the TOS at any time at: <http://www.cubocloud.ir/TermsOfUse.pdf>

DESCRIPTION OF SERVICE

Cubocloud.ir provides users with access to SAAS and the service aimed to raise the site visibility in search engine results. This service may include communications from Cubo; including service announcements and administrative messages. It is understood that this service is provided "AS-IS" and that Cubocloud.ir assumes no responsibility for the timeliness, deletion, failed delivery or failure to store any user communications or personalized settings. Each user is responsible for obtaining access to the service, and that access may involve third-party fees (such as Internet service provider or airtime charges). Users are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, users are responsible for all equipment necessary to access the service.

YOUR REGISTRATION OBLIGATIONS

As a registered user of Cubo service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the Cyprus Republic or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Cubocloud.ir has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cubocloud.ir has the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof).

CUBOCLOUD.IR PRIVACY POLICY

Pertaining to Information Sharing:

Any personal information shared through Cubocloud.ir is kept absolutely private. We ensure that no personal information will be sold or shared with any other company or agency. We only retain information relative to your registration data.

Pertaining to Credit Card and Account Data:

We respect your privacy. We never sell, share, or distribute contact information or other data to third parties.

Pertaining to Cookies:

During one's first visit to Cubocloud.ir, a cookie is sent to your computer that uniquely identifies your browser. (A "cookie" is a small file containing a string of characters that is sent to your computer when you visit a website.) We only use this cookie to identify your session.

Pertaining to Information Security:

We take all necessary security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of our data. Employees who need to access account information in order to operate, develop or improve our services, or assist customers are only provided restricted access to any personal information.

MEMBER ACCOUNT, PASSWORD AND SECURITY

Each user is responsible for maintaining account password confidentiality and assumes full responsibility for all activities relative to the password and/or account. Each user agrees to (a) immediately notify Cubocloud.ir of any unauthorized use of a password and/or account or any other account security breach, and (b) ensures that the account will be appropriately logged out of at the end of each session. Cubocloud.ir cannot and will not be liable for any loss or damage arising from any failure to comply with these terms.

MEMBER CONDUCT

Cubocloud.ir users acknowledge, consent and agree that Cubocloud.ir may access, preserve and disclose your account information and content if required to do so by law or if, in good faith, believe that such disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any content violates the rights of third parties; (d) respond to requests for customer service; or (e) protect the rights, property or personal safety of Cubocloud.ir, its users and/or the public.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, Cubocloud.ir users agree to comply with all local rules regarding online conduct and acceptable content. Specifically, each user agrees to comply with all applicable laws regarding the transmission of technical data exported from the Iran or the country in which you reside.

NO RESALE OF SERVICE

Cubocloud.ir users agree not to reproduce, duplicate, copy, or exploit for any commercial purposes any portion of the service and site.

MODIFICATIONS TO SERVICE

Cubocloud.ir reserves the right to, at any time and from time to time, modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. Cubocloud.ir users agree that Cubocloud.ir shall not be liable, to you or to any third party, for any modification, suspension or discontinuance of the service.

TERMINATION

Cubocloud.ir users agree that Cubocloud.ir may, under certain circumstances and without prior notice, immediately terminate your account and access to the service.

DEALINGS WITH ADVERTISERS

Correspondence or business dealings with, or participation in promotions of, advertisers found on or through the service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. It is understood that Cubocloud.ir shall not be responsible or liable for any loss or damage incurred as a result of any such dealings or the presence of such advertisers on the service.

LINKS

The service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Cubocloud.ir has no control over such sites or resources, users acknowledge and agree that Cubocloud.ir is not responsible for the availability of such external sites or resources, does not endorse said sites/resources, and is not responsible, nor liable for any content, advertising, or other materials on or available from such sites or resources. Users further acknowledge and agree that Cubocloud.ir shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or related in any way to use of or reliance on any such content, goods or services available on or through any such site or resource.

PROPRIETARY RIGHTS

Cubocloud.ir users acknowledge and agree that the service and any necessary software used in connection with the service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Users further acknowledge and agree that content contained in sponsor advertisements or information presented through the service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Cubocloud.ir or advertisers, users agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the service or the software, in whole or in part.

Users agree not to access the Cubocloud.ir service by any means other than through the interface that is provided via Cubocloud.ir for access to the service. Any automatic queries are restricted.

Users may not perform more than 10 requests per second from 1 IP, nor more than 10 requests per user, nor more than 2 export requests simultaneously.

Any feedback, comments, or suggestions you may provide regarding Cubocloud.ir, or the service is entirely voluntary and will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

By using the service, you are giving consent to Cubocloud.ir to use your name and/or logo as one of our clients on Cubocloud.ir's website and/or marketing materials. If you would like us to not use your name and/or logo in the aforementioned manner, please let us know.

DISCLAIMER OF WARRANTIES

Cubocloud.ir USERS EXPRESSLY UNDERSTAND AND AGREE THAT:

a). YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Cubocloud.ir AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b). Cubocloud.ir AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c). ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Cubocloud.ir, THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Cubocloud.ir AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Cubocloud.ir HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE;

(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE

Cubocloud.ir may provide users with notices, including those regarding changes to the TOS, via e-mail or postings on Cubocloud.ir.

GENERAL INFORMATION

Entire Agreement: The TOS constitutes the entire agreement between you, the user, and Cubocloud.ir, which governs your use of the service, superseding any prior agreements between you and Cubocloud.ir with respect to the service. You also may be subject to additional terms and conditions which may apply when using other Cubocloud.ir services.

Waiver and Severability of Terms: The failure of Cubocloud.ir to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the TOS must be filed within one (1) year after such claim or cause of action or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

CANCELLATION POLICY

You may cancel your account and recurring billing at any time. Should you wish to cancel, simply contact before your next account renewal. You can email us at cubocloud.service@gmail.com