



EBSuite's Terms of Use

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Areas of the Site may have terms of use posted which are different than these. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

1. The Site

EBSuite's Site includes, but is not limited to, a browser interface, data storage, encryption, transmission, and manipulation, synchronization software for customer relationship management, data deployment, and related project management services. The services provided by EBSuite in conjunction with this Site may change over time; the Terms and Conditions herein and as amended apply regardless of any change in the services provided by EBSuite in conjunction with the Site.

As used in these Terms and Conditions the words "You" and "Yours" encompasses each user accessing the Site by means of a valid account established by You including, if you are a business entity, all employees or agents of Your business entity.

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Forums shall be used in a noncommercial manner only. You shall not distribute or otherwise publish any content containing a solicitation of funds, promotion, advertising, solicitation for goods or services, or other commercial matter. You agree not to solicit other users of the Site to use or join or become members of any commercial online or offline service or other organization. Except where expressly authorized by EBSuite, you agree not to collect or store personal data about other users.

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4. Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) you are given to access the Site, and are fully responsible for all activities that occur under your password(s). You agree to notify EBSuite immediately of any unauthorized use of your password(s).

5. Privacy Policy

EBSuite is concerned about the security of personal information we have collected from you and has taken reasonable steps to prevent unauthorized access to that information. EBSuite will not rent, sell or otherwise make available to any third party any information that identifies you or your Bank Account or other method of payment. The preceding sentence notwithstanding, we may disclose such information to our vendors and subcontractors where necessary to allow us to provide the services to you, or to comply with applicable laws, regulations, or court or agency orders.

6. Confidentiality

For the purposes of this Agreement, Customer Data means all electronic data or information submitted by You to the Site. All Customer Data is owned exclusively by You. EBSuite may access Your User accounts, including Customer Data, solely to respond to service or technical problems at Your request. EBSuite shall not disclose or use any of Your Customer Data for any purpose outside the scope of these Terms and Conditions, except with Your prior permission.

Notwithstanding the foregoing, In the event EBSuite is legally compelled by judicial procedure, third party subpoena, or other governmental demand, to disclose any Customer Data, it shall take steps to provide you with notice thereof prior to any such disclosure, and shall cooperate with the You should You seek to obtain a protective order or other appropriate remedy in advance of such disclosure. EBSuite shall have no duty to provide you with such notice, however, unless you have provided to EBSuite appropriate contact information for such purpose, and such information is up-to-date when needed. EBSuite shall use its best efforts to contact you in the event that your Customer Data is the subject of such demand for disclosure, but assumes no liability in the event of a failure to do so.

7. Termination of Use

You agree that EBSuite may, in its sole discretion, terminate your access to the Site and any account(s) you may have in connection with the Site at any time.

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11. Indemnity

You agree to defend, indemnify and hold harmless EBSuite, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site.

12. Note About Children

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13. Export Restrictions/Legal Compliance

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14. Enforcement and Applicable Laws

All matters relating to your access to, and use of, the Site shall be governed by U.S. federal law or the laws of the State of California. Any legal action or proceeding relating to your access to, or use of, the Site shall be instituted in a state or federal court in the City and County of San Francisco, California. You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

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EBSuite will bill your designated credit card each month for the up coming month's service. You may also designate other payment options, such as payment by check for 6 months of service. You may discontinue service at anytime, simply notify us and we will stop billing. Unless previously agreed upon, monthly customers are under no long term contract and may cancel at anytime. If you have any questions regarding these Terms of Use, please contact EBSuite at support@ebsuite.com. If you have any other questions regarding the Site, please contact EBSuite at <http://www.ebsuite.com> or telephone: +1 888 276 3270.

17. Contact Information

If you have any questions regarding these Terms of Use, please contact EBSuite at support@ebsuite.com. If you have any other questions regarding the Site, please contact EBSuite at <http://www.ebsuite.com> or telephone: +1 888 276 3270.