

Updated Terms of Service

Last Updated: **Sep 11, 2024**

Please read this Agreement carefully. It includes important information about your legal rights, including automatic subscription renewals, warranty disclaimers, limitations of liability, the resolution of disputes by arbitration, and a class action waiver. If you have any questions, feel free to contact us at legal@21YunBox.com.

1. Creating An Account

1.1. Signing Up.

To use many of the services provided by 21YunBox ("Services"), you must first create an account ("Account"). You agree to provide accurate, complete, and up-to-date information when registering your Account. We may use the information you provide to contact you, and failure to provide accurate information may result in limited or suspended access to the Services.

1.2. Account Security.

You are responsible for maintaining the security of your Account and for all activities that occur under your Account. You agree to keep your password confidential and to prevent unauthorized access to your Account. 21YunBox is not responsible for any loss or damage resulting from your failure to safeguard your Account credentials. If you suspect that your Account has been compromised, you must notify us immediately.

1.3. Age Restrictions.

The Services are intended for individuals who are at least 16 years old. By using the Services, you confirm that you meet this requirement. If you are between the ages of 16 and 18, you must have the consent of a parent or legal guardian to enter into this Agreement and use the Services. The parent or guardian must accept these terms on your behalf.

2. Your Content

2.1. Ownership of User Content. As a user of the Services, you may provide content, including but not limited to text, photos, images, audio, video, code, and any other materials ("User Content"). You retain ownership of all intellectual property rights to your User Content. We do not claim ownership of your User Content, but you grant us certain limited rights to use it as outlined in this Agreement to provide, improve, promote, and protect the Services.

2.2. License to Use Content. By submitting User Content through the Services, you grant 21YunBox (and our third-party service providers acting on our behalf) a non-exclusive,

worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works of, publish, publicly display, publicly perform, and distribute your User Content solely for the purpose of providing, improving, promoting, and protecting the Services. This includes adapting your content as necessary to function across various media formats and technologies. This section does not affect any rights you may have under applicable data protection laws.

2.3. Featuring Your Content. We may, from time to time, choose to feature the sites you create using our Services (“Your Sites”), including names, trademarks, service marks, or logos, for our marketing and promotional purposes. By using the Services, you grant us a worldwide, royalty-free, non-exclusive right and license to use any version of Your Sites, including any logos or trademarks, for 21YunBox promotional activities (e.g., on our website or social media accounts). You waive any claims related to moral rights, artists' rights, or similar rights worldwide regarding this usage, as well as any right to inspect or approve such use. This section does not affect any rights you may have under applicable data protection laws.

3. Your Responsibilities

3.1. Content Ownership and Permissions. You represent and warrant that you own or have the necessary rights and permissions to use, share, display, transfer, and license all User Content you provide through the Services. You further represent that the use of your User Content as described in this Agreement does not infringe upon the rights of any third party, including but not limited to copyrights, trademarks, privacy, publicity, contract rights, trade secrets, or other intellectual property rights. You agree not to upload, share, or distribute any content through the Services unless you have the right to do so. Additionally, content available through the Services may be subject to others' intellectual property rights, and you should not copy, download, or use such content without permission.

3.2. Compliance with Laws. You represent and warrant that your use of the Services complies with all applicable laws and regulations, including without limitation data protection laws, export or import restrictions, and governmental sanctions. You are responsible for ensuring that your use of the Services is legal in the jurisdictions in which you operate. 21YunBox does not and cannot guarantee the accessibility of websites or content restricted by Chinese government organizations, including but not limited to the Ministry of Industry and Information Technology (“MIIT”).

3.3. Sharing Content Responsibly.

The Services allow you to share User Content publicly, including on social media and across the web. You are responsible for the content you choose to share and how it may be interpreted. 21YunBox is not responsible for any consequences resulting from your decision to share content through the Services.

3.4. Compliance with Acceptable Use Policy.

You must comply with our **Acceptable Use Policy**, which outlines prohibited behaviors and activities while using the Services. You represent and warrant that all User Content you provide complies with the Acceptable Use Policy. Violations of this policy may result in the suspension or termination of your Account.

3.5. Responsibility for Your Sites and End Users.

If you use the Services to create websites, services, or platforms that interact with third-party visitors, users, or customers (“End Users”), you are solely responsible for compliance with all applicable laws and regulations related to Your Sites and your End Users. This includes, but is not limited to, compliance with data protection, privacy, and consumer protection laws.

21YunBox is not responsible for, and will not provide legal advice regarding, Your Sites or End Users. This section does not limit or affect any liability we may have to you in the event of a breach of this Agreement.

4. Third Party Services and Sites, User Content, and 21YunBox Specialists

4.1. Third-Party Services.

The Services integrate with various third-party services and applications (collectively, “Third-Party Services”), which may provide additional content, products, or services. Examples of Third-Party Services include domain registrars, social media platforms, eCommerce payment processors, stock image providers, and other integration partners or service providers.

These Third-Party Services are governed by their own terms and policies, and you agree to comply with them when using such services. 21YunBox does not control Third-Party Services, and we are not responsible for their content, policies, or actions. Any transactions you enter into with Third-Party Services are between you and the third party, and your security when using these services is your responsibility. We may, at any time and at our sole discretion, suspend, disable, or remove access to any Third-Party Services without notice to you. 21YunBox is not liable for any suspension, disabling, or removal of Third-Party Services, including any loss of profits, revenue, data, goodwill, or other intangible losses that may result (except where prohibited by applicable law).

4.2. Third-Party Sites.

The Services may contain links to third-party websites. Accessing third-party websites through our Services is at your own risk. We do not control, endorse, or assume responsibility for the content, actions, or policies of third-party websites, and we are not liable for any damages or losses arising from your use of those sites.

4.3. User Content.

The Services, or websites created using the Services, may include User Content that:

- (a) may be offensive, objectionable, or inaccurate;
- (b) may contain errors;

(c) may infringe on intellectual property rights, trade secrets, privacy, publicity, or other rights of third parties or your own reputation;

(d) may be harmful to your or others' computers or networks;

(e) may be unlawful or illegal; or

(f) may be subject to additional third-party terms or protected by intellectual property, trade secret, privacy, or other laws.

By providing the Services, 21YunBox does not endorse, approve, or guarantee the accuracy, legality, or safety of User Content provided by other users. We are not the publisher of any User Content and are not responsible for any content uploaded, posted, or otherwise made available via the Services by you or other users. You are responsible for taking necessary precautions to protect yourself, your computer, or network from potentially harmful content or files.

5. Our Intellectual Property

5.1. Ownership of 21YunBox and its Services.

21YunBox is owned by **Eryi Cloud Technology Limited**. The Services, including all software, code, content, designs, logos, trademarks, and other intellectual property, are protected by copyright, trademark, and other applicable laws in the China and internationally. This Agreement does not grant you any rights, title, or interest in the Services, other users' content, or our intellectual property (including trademarks, logos, and other brand elements). You agree not to alter, translate, reverse-engineer, or create derivative works of the Services, other users' content, or any materials protected by intellectual property laws.

5.2. Use of Your Feedback.

We welcome any feedback, ideas, or suggestions you may have regarding the Services ("Feedback"). By submitting Feedback, you grant us a perpetual, worldwide, royalty-free, and unrestricted right to use, modify, and implement your Feedback without any obligation to you, even after this Agreement is terminated. This provision does not affect any rights you may have under applicable data protection laws, and we will not use Feedback containing personal data unless you have provided appropriate consent.

5.3. Use of Demo Content.

We may provide you with templates or other materials that include text, images, graphics, or audio content ("Demo Content") to help you create or customize your site or project. Unless otherwise specified, you are not permitted to use Demo Content on Your Site or distribute, publicly display, or publish it beyond its intended use as part of a template within the Services.

5.4. Beta Products and Features.

We may release certain products or features that are still in the development phase, referred to as beta, preview, or early access versions. These beta products or features are provided "as is" and may not be as reliable as our fully supported Services. Use of these beta services is at your own risk, and we do not guarantee the availability or performance of any beta features.

6. Our Rights

6.1. Our Rights to Modify or Suspend Services.

We reserve the following rights, which we may exercise at any time at our sole discretion and without liability or notice to you (except where prohibited by applicable law):

- (a) We may modify or change any part of the Services or their functionality.
- (b) We may suspend, discontinue, or remove any part or all of the Services.
- (c) We may terminate, suspend, restrict, or disable your access to some or all of the Services if you violate this Agreement or for any other reason, as determined at our sole discretion.
- (d) We may terminate, suspend, restrict, or disable access to your Account or any portion of your site(s) for any breach or suspected breach of this Agreement.
- (e) We may change the eligibility criteria for using the Services. If such changes are prohibited by law where you reside, we may revoke your access to the Services in that jurisdiction.

We will endeavor to provide reasonable notice where required by law or where the impact on your access is significant.

6.2. Resolving Account or Site Ownership Disputes.

Occasionally, ownership of an Account or site may be disputed, for example, between an employer and an employee, or between a web designer and a client. While we prefer not to intervene, we reserve the right to determine the rightful owner of an Account or site at our discretion and to transfer ownership accordingly. If we are unable to reasonably determine ownership, we may suspend the Account or site until the parties resolve the dispute. We may request supporting documentation, such as government-issued ID, business licenses, or billing details, to assist in determining ownership. Our decision in these matters is final.

6.3. HTTPS Encryption for Custom Domains.

We may provide HTTPS encryption for custom domains linked to the Services. By registering or pointing a custom domain through our Services, you authorize us to create, configure, and maintain a security certificate for your domain to provide HTTPS functionality. This is for the limited purpose of securing your site and does not transfer any ownership or rights over the domain to us.

7. Privacy

Our **Privacy Policy** explains how we collect, use, store, and share personal information when you use the Services. You can access the full Privacy Policy [here](#). The Privacy Policy is incorporated into this Agreement by reference and is part of this Agreement. It may be updated from time to time.

7.1. Data Processing and Compliance

By using the Services, you agree to comply with all applicable data protection, privacy, and

security laws, including but not limited to the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and **China's Personal Information Protection Law (PIPL)**. 21YunBox acts as a **data processor** when processing personal data on your behalf and complies with its obligations under applicable data protection laws. We ensure appropriate technical and organizational measures are in place to protect personal data.

As part of this Agreement, you authorize us to process personal data as necessary to provide the Services, in accordance with our Privacy Policy. This includes data related to your account, your users, and any other personal data collected through your use of the Services.

7.2. Your Responsibility for Data Collection

When using the Services to collect and process personal data (e.g., through websites you create), you agree that you are solely responsible for:

- **Obtaining necessary consents** from your users to collect, process, and store their personal data.
- **Providing appropriate notices** and privacy disclosures to your users.
- Ensuring that your processing of personal data is in compliance with applicable laws, including laws governing cookies and other tracking technologies.

7.3. Cookies and Similar Technologies

You must comply with applicable laws regarding the use of cookies and similar technologies. This includes providing a legally compliant **cookie policy** and obtaining valid consent from users where required. You are responsible for ensuring that any cookies or tracking technologies you use comply with **GDPR**, **PIPL**, or similar legislation.

7.4. Data Processing as Part of the TOS

As part of this Agreement, we provide standard data processing services, and no separate **Data Processing Agreement (DPA)** is necessary. We process personal data on your behalf only for the purpose of providing the Services, and we will:

- Process personal data in accordance with your documented instructions.
- Implement appropriate security measures to protect personal data from unauthorized access or breaches.
- Assist you in responding to data subject requests as required by applicable law.
- Notify you without undue delay if we become aware of any data breach involving personal data we process on your behalf.
- Ensure that any sub-processors we use meet the same data protection standards as described in this Agreement and our Privacy Policy.

For full details on how we handle personal data, please review our [Privacy Policy](#).

7.5. Custom Contracts for Data Processing

If you require a **standalone Data Processing Agreement (DPA)** or any other **custom contractual agreement** for data processing, this service is available only under our **enterprise plan**. The entry-level small business plan does not include the option for separate or custom

contracts. For further details on upgrading to the enterprise plan or requesting a custom agreement, please contact us at sales@21yunbox.com.

8. Copyright

We respect the intellectual property rights of others and expect you to do the same. If you believe that content available through the Services infringes on your intellectual property rights, we will respond to notices of alleged copyright infringement that comply with the applicable laws, including the **Digital Millennium Copyright Act (DMCA)** or equivalent legal frameworks in other jurisdictions.

8.1. Reporting Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice that includes:

- A description of the copyrighted work that you claim has been infringed.
- A description of where the material you claim is infringing is located on the Services.
- Your contact information (e.g., email address, phone number).
- 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, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your electronic or physical signature.

Please submit your copyright infringement claims to us at hello@21YunBox.com.

8.2. Our Response to Copyright Infringement Claims

We reserve the right to remove or disable access to content alleged to be infringing without prior notice, at our sole discretion, and to terminate the accounts of users who are repeat infringers. Any accounts terminated for copyright infringement will not be eligible for a refund of any paid services.

9. Paid Services and Fees

9.1. Fees for Paid Services.

Certain portions of the Services are available only through paid subscriptions or one-time payments ("Paid Services"). Fees for Paid Services may include subscription fees, usage-based fees, or other service-specific charges, as disclosed in the applicable subscription package or order form. We will notify you of the fees before charging your account, and you can cancel Paid Services at any time through your account settings. If you fail to pay the fees when due, we reserve the right to suspend or cancel your access to Paid Services.

Additional transaction fees and other costs may apply to specific Paid Services (e.g., payment processor fees), and we will inform you of these fees before charging you. All fees will be itemized on the invoice we provide via the Services or through your payment processor's account, unless otherwise stated. Canceling one Paid Service may not automatically cancel all Paid Services.

9.2. Taxes.

All fees are exclusive of applicable national, state, local, or other taxes ("Taxes"), unless explicitly stated otherwise. You are responsible for paying all applicable Taxes. If we are required to collect Taxes on your behalf, these will be added to your invoice. If you are exempt from Taxes, you must provide valid tax exemption documentation, which we will review for accuracy. Tax exemptions will apply only from the date we receive the documentation and will not apply retroactively.

If **21YunBox** is required to collect indirect taxes (such as VAT or GST), you will be responsible for paying these amounts. In cases where **21YunBox** is not obligated to collect indirect Taxes, you may be required to self-assess and remit such Taxes under the laws of your jurisdiction.

9.3. Automatic Subscription Renewals.

To ensure uninterrupted service, we will automatically bill you for subscription-based Paid Services starting from the initial payment date and continuing for each subsequent renewal period until you cancel. The renewal period will match the period of your current subscription (e.g., monthly or annually). We will charge your payment method on file for the applicable renewal fees unless you disable auto-renewal before the renewal date. You can manage or disable auto-renewal through the account settings at any time.

9.4. No Refunds.

All fees for Paid Services are non-refundable. Once a payment is made, it is final, and we do not issue refunds or credits for partially used subscription periods, unused services, or one-time services that have already been delivered or accessed. This includes cases of account suspension or termination due to violations of this Agreement. We encourage you to review your subscription details and service plans carefully before making a purchase.

Refunds will only be granted in our sole discretion under exceptional circumstances, and our decision is final.

9.5. Fee Changes.

We reserve the right to change our fees for Paid Services at any time. If we do so, we will provide you with advance notice of these changes through the Services. New fees will apply only to future billing periods and will not apply retroactively. If you do not agree to the fee changes, you must cancel the applicable Paid Service before the next billing cycle.

9.6. Chargebacks.

If you dispute a charge (commonly known as a "Chargeback") by contacting your bank or credit

card company and reversing the payment, we reserve the right to terminate your Account immediately. We encourage you to contact **Customer Support** or hello@21yunbox.com before initiating a Chargeback, so we can resolve any issues with your payment. We also reserve the right to dispute any Chargeback.

9.7. Payment Processor.

We use third-party payment processors (the "Payment Processor") to manage billing and payments for Paid Services. The processing of payments will be subject to the terms and privacy policies of the Payment Processor, in addition to this Agreement. Our current Payment Processor is **Stripe**, and all payments are processed in accordance with **Stripe's terms of service and privacy policy**. By using our Paid Services, you authorize us to charge the applicable fees through the Payment Processor using the payment method associated with your account.

9.8. Fees for Third-Party Services.

Third-party services made available through the Services (e.g., domain registration, stock images, or eCommerce integrations) may have different fees and refund policies. You are responsible for understanding and agreeing to the purchase terms for any third-party services. Refunds for such services may be governed by the terms of the third-party provider, and **21YunBox** will not be responsible for refunds on services provided by third parties.

9.9. Scope of Services.

Unless explicitly agreed, when we provide **21YunBox** services for a site, this applies only to a **single domain name** or **second-level domain** (e.g., **website.com** or **www.website.com**). Any additional subdomains (e.g., **portal.website.com** or **members.website.com**) will not be covered unless otherwise notified and explicitly agreed.

10. Term and Termination

This Agreement will remain in effect until terminated by either you or **21YunBox**. You may terminate this Agreement and your use of the Services at any time by discontinuing use of the Services and canceling any Paid Services via your account settings. Termination will be effective at the end of your current billing period unless otherwise specified.

10.1. Our Right to Terminate or Suspend Services

We reserve the right to terminate, suspend, restrict, or disable your use of or access to all or parts of the Services, at our sole discretion, at any time, for any reason, without prior notice to you. This includes, but is not limited to, instances where you violate these Terms, the **Acceptable Use Policy**, or any applicable laws or regulations. We will make reasonable efforts to notify you when feasible, but termination or suspension may occur without warning in urgent cases, such as breaches of security or illegal activities.

10.2. Changes to the Services

We also reserve the right to change, suspend, or discontinue all or any part of the Services or

their functionality at any time, at our sole discretion. If such changes materially affect your ability to use the Services, we will make reasonable efforts to provide you with advance notice.

10.3. Effect of Termination

Upon termination of this Agreement, your right to use the Services will cease immediately, and you must discontinue any further use of the Services. If your account is terminated or suspended, you may lose access to any content, data, or information associated with your account, and we are under no obligation to retain or return this data.

Termination does not relieve you of your obligation to pay any outstanding fees for Paid Services. If we terminate your account for a violation of these Terms, you will not be entitled to any refunds or credits for unused services.

10.4. Survival of Obligations

Certain sections of this Agreement, by their nature, shall survive termination, including but not limited to the following:

- **Your Content**
- **Our Intellectual Property**
- **Warranty Disclaimers**
- **Limitation of Liability**
- **Indemnification**
- **Dispute Resolution**
- **Additional Terms**

These obligations shall remain in effect even after termination of the Agreement.

11. Limitation of Liability

You acknowledge and agree that to the fullest extent permitted by applicable law, **21YunBox**, its affiliates, and its and their directors, officers, employees, and agents shall not be liable for any claims arising out of or related to the Services or this Agreement, including but not limited to:

- **(a)** Any indirect, special, incidental, exemplary, punitive, or consequential damages.
- **(b)** Any loss of profits, revenue, data, goodwill, or other intangible losses.
- **(c)** Any damages related to your access to, use of, or inability to access or use parts, some, or all of your account, Your Sites, or parts or all of the Services, including without limitation interruption of use or cessation or modification of any aspect of the Services.
- **(d)** Any damages related to unavailability, degradation, loss, corruption, theft, unauthorized access, or unauthorized alteration of any content, information, or data, including without limitation User Content and Your eCommerce data.
- **(e)** Any User Content or other conduct or content of any user or third party using the Services, including without limitation defamatory, offensive, or unlawful conduct or content.
- **(f)** Any Third-Party Services or third-party sites accessed via the Services.

These limitations apply to any theory of liability, whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory, whether or not **21YunBox** has been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed its essential purpose.

To the fullest extent permitted by applicable law, in no event shall the aggregate liability of **21YunBox** for all claims arising out of or related to the Services and this Agreement exceed the greater of:

- (i) Twenty U.S. Dollars (\$20), or
- (ii) The amount paid by you to **21YunBox** in the twelve (12) months immediately preceding the event that gave rise to such claim.

12. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless **21YunBox**, its affiliates, and its and their directors, officers, employees, and agents from and against any and all damages, losses, liabilities, costs, claims, demands, fines, awards, and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to:

- (a) Your breach of this Agreement.
- (b) Your User Content, Your Sites, and Your eCommerce activities.
- (c) Any claims by, on behalf of, or against your End Users.
- (d) Your violation of any law, regulation, or the rights or good name of any third party.
- (e) Any claims from tax authorities in any country in relation to your eCommerce operations, including without limitation your sales to individual consumers (including distance sales) and other operations for which **21YunBox** may be held jointly and severally liable.

Your indemnification obligations under this Section shall not apply to the extent that any damages, losses, or liabilities arise directly from **21YunBox's** breach of this Agreement.

13. Governing Law and Dispute Resolution

These Terms and the relationship between you and **21YunBox** shall be governed by and construed in accordance with the laws of the **Macau Special Administrative Region (SAR), China**, without regard to its conflict of law principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.1. Jurisdiction.

You and **21YunBox** agree to submit to the personal and exclusive jurisdiction of the courts

located within **Macau SAR, China**, for the purpose of resolving any disputes or claims arising out of or in connection with this Agreement, your use of the Services, or your relationship with **21YunBox**.

13.2. Dispute Resolution.

In the event of any dispute arising between you and **21YunBox**, both parties agree to attempt to resolve the matter amicably and in good faith through informal negotiation before initiating any legal action. If the dispute cannot be resolved within **30 days** of notification by either party, the matter may be submitted to litigation in the courts of **Macau SAR**.

13.3. No Waiver of Rights.

Nothing in this Agreement shall prevent **21YunBox** from seeking injunctive or other equitable relief to protect its rights in any court of competent jurisdiction.

14. Additional Terms

14.1. Entire Agreement.

This Agreement constitutes the entire agreement between you and **21YunBox** regarding the subject matter covered here and supersedes and replaces any prior or contemporaneous agreements or terms applicable to the Services. You agree that you have not relied upon, and have no remedies in respect of, any term, condition, statement, warranty, or representation except those expressly set out in this Agreement. You may be subject to additional terms, policies, or agreements when you use other services, including Third-Party Services. This Agreement creates no third-party beneficiary rights.

14.2. Waiver, Severability, and Assignment.

Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or our right to enforce it at a later time. If any provision is found unenforceable, the remaining provisions will remain in full effect, and an enforceable term shall be substituted that reflects the original intent as closely as possible.

You may not delegate, transfer, or assign this Agreement or any of your rights or obligations without our prior written consent, and any attempt to do so will be void. We may delegate, transfer, or assign this Agreement or any of our rights or obligations at our sole discretion to any of our affiliates, subsidiaries, or a purchaser of our business or assets, with **thirty (30) days' prior notice**.

14.3. Modifications.

We may modify this Agreement from time to time, with the most current version always posted on our website. If any modification meaningfully reduces your rights, we will notify you via email or a prominent notice within the Services. Modifications will never apply retroactively, and any changes will take effect after a reasonable period. If you disagree with the modifications, you must stop using the Services and cancel all Paid Services. By continuing to use or access the

Services after modifications take effect, you agree to be bound by the updated Agreement and any price changes.

14.4. Events Beyond Our Control.

21YunBox shall not be liable for any failure or delay in the performance of the Services resulting from events beyond our reasonable control. This includes, but is not limited to, natural disasters, acts of government or regulations, war, civil unrest, terrorism, insurrection, failure of internet services, or other technical issues beyond our control. Such events will not constitute a breach of this Agreement.

14.5. Translation.

This Agreement was originally written in **English**. We may translate it into other languages for convenience, but in the event of a conflict between a translated version and the English version, the **English version shall control**, except where prohibited by applicable law.
