

Terms of Service (“TOS”)

Please read this website maintenance agreement carefully before accessing or using the Website. By accessing, placing an order or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this website maintenance agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by WP Labs, acceptance is expressly limited to these terms. The materials contained in this Website are protected by applicable copyright and trademark law.

1. Introduction

The following website maintenance contract and terms & conditions govern all use of the wplabs.com website and all content, services and products available at or through the website wplabs.com (taken together, the “**Website**”). The Website is owned and operated by NIU LTD (“**WP Labs**”) a limited liability company bearing company number C49434 and registered at 182, Level 11, Mdina Road, Zebbug, Malta.

The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, WP Labs’ Privacy Policy) and procedures that may be published from time to time on this Website by WP Labs (collectively, the “**Agreement**”).

2. Description of service

WP Labs provides its clients with a number of WordPress related services including hosting, maintenance, development of custom code and support services, access to a collection of resources, including various tools, training materials, and educational content through its network of properties which may be accessed through any medium or device now known or hereafter developed (the “**Service**”). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for WP Labs to provide the Service. You also understand and agree that the Service may include certain communications from WP Labs, such as service announcements, administrative messages, and newsletter(s), and that these communications are considered part of your membership. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new WP Labs properties, shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that WP Labs assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Service.

2.1 What is covered by our WordPress Maintenance Plan

- Updates to WordPress core, Plugins and Theme Updates as soon as a stable and secure version has become available. Any licenses for premium themes and plugins are to be provided by the client unless advised otherwise by WP Labs. Following authorisation by the client, WP Labs may also purchase such license(s) and bill the client accordingly.
- Installation and maintenance of security plugin to help prevent attacks and to scan website for malicious code
- If, following an update to WordPress core, WordPress plugins or WordPress themes, it is determined that one or more of the updates are causing problems to the overall functionality of the website, then the site will be 'rolled back' to the state before the updates were performed using the latest website backup. WP Labs will then contact the Client to discuss options as to remedy the issue.
- Daily backup of website files, data and database
- Changes to code base stored within Version Control using Git

2.2 What is covered by our WordPress Bug Fixes, Development & Consultancy Plan

- Changes to the website content including text, images, pages, menus as per limits within the respective plan
- Addition of new features to the website or modification of existing features
- Changes to the design of the website
- Installation of new WordPress plugins
- Installation of new WordPress themes
- Repair of website
- Any work required to remedy an issue where an update to WordPress core, WordPress plugins or WordPress themes has been found to cause problems to the overall functioning of the website. This work will be discussed with the Client beforehand and an estimate will be provided for approval

3. Your registration obligations

In consideration of your use of the 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 Malta, the European Union 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 WP Labs has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WP Labs 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).

4. Member account, password, and security

You will create a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify WP Labs of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. WP Labs cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

5. Payment and Renewal

5.1 General Terms

By selecting a product or service, you agree to pay WP Labs the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications). Subscription payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.

5.2 Automatic Renewal

Unless you notify WP Labs before the end of the applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Subscriptions can be canceled at any time by reaching out to our support team on support@wplabs.com.

6. Services

6.1 Fees & Payment

By signing up for a membership account you agree to pay WP Labs the applicable setup fees and recurring fees. Applicable fees will be invoiced starting from the day your services are established and in advance of using such services. WP Labs reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Services can be canceled by you at any time by clicking the link on your Profile page, or submitting written notice to WP Labs on support@wplabs.com.

6.2 Support

All subscriptions include access to support via the members-only channel on support@wplabs.com. “**Support**” means the ability to make requests for technical support via email at any time (with reasonable efforts by WP Labs to respond within 1 - 2 business days) concerning the use of the WP Labs Services. All support will be provided in accordance with WP Labs standard services practices, procedures and policies.

7. Use license

Permission is granted to temporarily view the materials (information or software) on WP Labs Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

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- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on WP Labs’ web site;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by WP Labs at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

8. Disclaimer

The materials on WP Labs’ web site are provided “as is”. WP Labs makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, WP Labs does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

9. Limitations

In no event shall WP Labs or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on WP Labs’ Website, even if WP Labs or a WP Labs authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow

limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

10. Revisions and errata

The materials appearing on WP Labs' Website could include technical, typographical, or photographic errors. WP Labs does not warrant that any of the materials on its web site are accurate, complete, or current. WP Labs may make changes to the materials contained on its web site at any time without notice. WP Labs does not, however, make any commitment to update the materials.

11. Links

WP Labs has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by WP Labs of the site. Use of any such linked web site is at the user's own risk.

12. Trademark information

All logos, product, and service names related to these TOS are trademarks of WP Labs (the "WP Labs Marks"). You agree not to display or use in any manner the WP Labs Marks without prior written permission.

13. Site terms of use modifications

WP Labs may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

14. Governing law

Any claim relating to WP Labs' web site shall be governed by the laws of the Republic of Malta.