

Terms of Service

The gist:

We (the folks at Bunker), run a service that licenses wpcontroller—a fast, modern, and secure WordPress control panel for personal and commercial use. Wpcontroller Services are designed to give you as much control, flexibility, and ownership as possible, and we encourage you to create and express yourself freely. However, please be responsible in how you use WordPress sites—in particular, make sure that you don't engage in any prohibited use.

If you have any questions, or are concerned about violating any of these Terms, please contact us at support@wpcontroller.com.

Terms of Service:

The following terms and conditions (“Terms”) govern all use of wpcontroller software, licenses, content, services, and products available at or through the website, including, but not limited to, wpcontroller, (taken together, the “wpcontroller Services”). wpcontroller Services are offered subject to your acceptance, without modification, of all of terms and conditions contained herein; and all other operating rules, policies (including, without limitation, wpcontroller Privacy Policy) and procedures that may be published from time to time by us (collectively, the “Agreement”).

Further—you agree that we may automatically update wpcontroller Services, and these Terms also apply to any updates.

wpcontroller is owned and operated by Bunker Cloud Services LLC collectively referred to as “Bunker” or “We” throughout this agreement.

Please read this Agreement carefully before accessing or using wpcontroller Services. By accessing or using any part of our services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of wpcontroller Services. If these Terms are considered an offer by Bunker, acceptance is expressly limited to these Terms.

Wpcontroller Services are not directed to children. Access to and use of our services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use wpcontroller Services. Any person who registers as a user or provides their personal information to our services represents that they are 13 years of age or older (16 years or older in the European Union).

1. Wpcontroller accounts

Your wpcontroller account - Use of wpcontroller Services require an account, and you agree to provide us with complete and accurate information when you register for an account. If you create an account, you are responsible for maintaining the security of your account. You are also solely responsible for any activity that occurs in relation to your account, and related use of

wpcontroller Services. Bunker will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Responsibility for users - you are entirely responsible for traffic, content, or any harm resulting from your use of wpcontroller Services. By using wpcontroller Services, you represent and warrant that your use does not violate these Terms or the User Guidelines. Without limiting any of those representations or warranties, Bunker has the right (though not the obligation) to, in Bunker's sole discretion, (i) reclaim your username due to prolonged inactivity, (ii) refuse or remove any content that, in Bunker's reasonable opinion, violates any Bunker policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of wpcontroller Services to any individual or entity for any reason—in which case, Bunker will have no obligation to provide a refund of any amounts previously paid.

2. Responsibility of users

Wpcontroller does not monitor traffic on your server, and cannot therefore be responsible for that material's content, use, or effects. You are solely responsible for ensuring traffic to/from your server does not violate any applicable law, in addition to taking precautions, as necessary, to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content.

Wpcontroller Services may facilitate traffic that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Traffic that violates privacy or publicity rights, infringes on the intellectual property of third parties, or the downloading, copying, or use of proprietary material may also pass through servers using wpcontroller Services. Bunker disclaims responsibility for any harm resulting from the use of wpcontroller Services in violation of the Terms, or applicable law.

3. Fees, payment, and renewal

Fees: Some wpcontroller Services (such as software licenses and add-ons) are offered for a fee. By using a paid service, you agree to pay the specified fees, which we'll bill or charge you for in regular intervals (such as monthly or annually), until you cancel, which you can do at any time.

Payment: If your payment fails, or services are otherwise not paid for on time, we may immediately cancel or revoke your access to wpcontroller Services. If you decline or reverse valid charges or fees for paid services, we may immediately revoke access to wpcontroller Services.

Renewal: To ensure uninterrupted service, our paid services are automatically renewed. This means that unless you cancel a paid service before the end of a subscription period, it will automatically renew, and you authorize us to invoice you or use any payment mechanism we have on record for you to collect the then-applicable subscription fee (as well as any taxes). Your paid services are renewed for the same interval of time at which they were originally

purchased. For example, if you purchase an annual wpcontroller license, you will be charged on the purchase date each subsequent year.

Refunds: You may cancel a paid service at any time. No refund will be offered except at the sole discretion of wpcontroller.

Fee changes: We may change our fees for paid services. If any fees are changed, we will provide you with advance-notice. If you do not agree to fee changes, you may cancel your paid service at any time.

4. Intellectual property

This Agreement does not transfer from Bunker, to you, any Bunker or third party intellectual property, and all rights, title, and interests in and to such property will remain (as between the parties) solely with Bunker. Wpcontroller, and all other trademarks, service marks, graphics and logos used in connection with wpcontroller or wpcontroller Services, are trademarks or registered trademarks of Bunker or Bunker's licensors. Other trademarks, service marks, graphics and logos used in connection with wpcontroller Services may be the trademarks of other third parties. Your use of our services grants you no right or license to reproduce or otherwise use any Bunker or third-party trademarks.

5. Changes

We may, from time to time, update wpcontroller Services, and that means sometimes we have to change the legal terms under which our services are offered. If we make changes that are material, we will let you know by sending an email or other communication before the changes take effect. The notice will designate a reasonable period of time, after which the new terms will take effect. If you disagree with our changes, then you should stop using wpcontroller Services within the designated notice period. Your continued use of wpcontroller Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

6. Termination

Bunker may terminate your access to all or any part of wpcontroller Services at any time, with or without cause or notice. If you wish to terminate this Agreement or wpcontroller Services, please follow the instructions in your application, or contact billing@wpcontroller.com. All provisions of this Agreement which by their nature should survive termination, shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. Disclaimer of warranties

Wpcontroller Services are provided "as is." Bunker and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither

Bunker or its suppliers and licensors make any warranty that our services will be error free, or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, wpcontroller Services at your own discretion and risk.

8. Jurisdiction and applicable law

Except to the extent applicable by law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California.

9. Arbitration agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

10. Limitation of liability

In no event will Bunker, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Bunker under this Agreement during the twelve (12) month period prior to the cause of action. Bunker shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

11. General representation and warranty.

You represent and warrant that your use of wpcontroller Services:

- Will be in strict accordance with this Agreement;
- Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the United States or the country in which you reside, privacy, and data protection); and
- Will not infringe or misappropriate the intellectual property rights of any third party.

12. US economic sanctions.

You expressly represent and warrant that your use of wpcontroller Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and

Bunker reserves the right to terminate accounts or access of those in the event of a breach of this condition.

13. Indemnification

You agree to indemnify and hold harmless Bunker, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of wpcontroller Services, including but not limited to your violation of this Agreement.

14. Translation

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

15. Agreement, severability, and assignment

This Agreement constitutes the entire agreement between Bunker and you concerning the subject matter hereof, and may only be modified by a written amendment signed by an authorized executive of Bunker, or by the posting (by Bunker) of a revised Agreement.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Bunker may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Change log

October 20, 2022: Published Terms of Use

User Guidelines

Bunker strongly believes in freedom of speech.

We have a diverse customer base spread across countries, geographies and cultures with varying backgrounds and values—and our service is designed to let users freely express ideas and opinions without censoring or endorsing them. That being said, there are a few categories of use that we don't permit because they are illegal or we consider them harmful. As a condition of use, you agree not to use wpcontroller Services for any purpose that is prohibited law, or by these User Guidelines. You are responsible for all activity in connection with your use of wpcontroller Services.

To be transparent about what is and isn't allowed, we've put together this set of guidelines. The following content/conduct ("Content") is not allowed on Bunker or wpcontroller Services:

1. Illegal activity

Undertaking or accomplishing any unlawful purpose, including but not limited to content that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation; or Content that is otherwise inappropriate as determined by us in our sole discretion.

Bunker permits, in its sole discretion, adult content that abides by state and federal laws and regulations.

2. Impersonating any person or entity

Impersonating any person or entity, including any of our employees or representatives.

3. Unauthorized transfer of information

Transferring personal or sensitive financial information which you are not explicitly authorized to transfer.

4. Technologically harmful.

Distributing malware, spyware, adware, or other malicious or destructive code.

5. Spam or machine-generated content.

Sending unwanted or unsolicited promotions or emails

6. Unreasonable use

any actions that (i) imposes or may impose (as determined by us, in our sole discretion) an unreasonable or disproportionately large load on our, or our third party infrastructure; (ii)

interferes or attempts to interfere with the proper working of wpcontroller Services; (iii) bypasses, circumvents or attempts to bypass or circumvent any measures we may use to prevent or restrict access to wpcontroller Services (or other accounts, computer systems or networks connected to these services); (iv) uses manual or automated software, devices, or other processes to “crawl” or “spider” any page or website.

7. High risk activities

Using wpcontroller Services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage.

Reverse Engineering

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the wpcontroller Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the wpcontroller Services, or (iii) copy, rent, lease, distribute, or otherwise transfer the rights you receive hereunder.

Bear in mind that these are just guidelines — interpretations are up to us. These guidelines are not exhaustive and are subject to change.

If you believe a wpcontroller Service user has violated our Terms of Service or any of these policies, please report the activity to security@wpcontroller.com. We review and investigate all complaints that we receive, but if and how we respond will depend on a variety of factors, such as the information available to us and the type of violation. We may also contact the Server owner to inform them of the complaint.

If we're not in a position to make a determination (for example, whether something is defamatory or not), we will defer to the judgment of a court.

Digital Millennium Copyright Act (DMCA) Notice

Bunker Cloud Services LLC and wpcontroller (the “Company”) have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of the Designated Agent to Receive Notification of Claimed Infringement (“Designated Agent”) is listed at the end of this policy.

Procedure for Reporting Copyright Infringement:

If you believe that material or content residing on or accessible through Bunker or wpcontroller Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed; this includes, at a minimum and if applicable, the URL or IP address of the link shown where such material may be found, as well as the reference or link to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL or IP address of the link shown on the site where such reference or link may be found;
- Contact information about the notifier including address, telephone number and, if available, e-mail address;

A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; include this statement in the body of the notice:

I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner; include this statement in the body of the Notice:

I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.

Please email abuse@wpcontroller.com, or contact the Designated Agent to report copyright infringement:

Jeffrey D. Spencer
(951) 334-5197

Bunker Cloud Services LLC
Attn: DMCA

Our DMCA Process

The process begins when a copyright holder (or someone acting on their behalf) submits a Digital Millennium Copyright Act (“DMCA”) takedown notice to us, claiming that their content is published on Bunker or wpcontroller without their permission. They can submit a DMCA takedown notice via, email, or printed letter. After that, here’s what happens: (i) We review the notice (ii) If the notice is complete and valid, we remove the content. (iii) We notify the site owner and reply to the copyright holder to let them know we’ve taken action. (iv) We add a strike to the server owner’s account if they don’t counter the notice. (v) If the site owner believes they have rights to use the content or that the notice was submitted incorrectly, we review and process their counter notice. (vi) We restore the content if the copyright holder doesn’t take further legal action within 10 business days.

Step 1: We review the takedown notice

When we first receive a DMCA takedown notice regarding a site, we review it to confirm that all of the required elements are present. Because the DMCA is law, we cannot accept a notice that’s missing any of the pieces outlined in our procedure for reporting copyright infringement. In addition to reviewing notices for completeness, we also assess their validity. Although we respect copyrights, we also support everyone’s right to use content within the boundaries afforded by the law. Specifically, we reject notices that appear to be fraudulent or where the content identified:

- Isn’t copyrightable (for example, a person’s name).
- Is content that the complaining party may not own the copyright for (for example, the subject of a photo isn’t necessarily the copyright owner of the photo).
- Is fair use of copyrighted content.

Step 2: We remove the content

If we receive a complete and valid DMCA takedown notice, we remove the content from the Server. The rest of the Server will be unaffected.

Step 3: We notify the server owner and reply to the copyright holder

Whenever we remove content from a server in response to a DMCA takedown notice we email the server owner and provide a copy of the original complaint. We also notify the copyright holder to let them know that the allegedly infringing content has been removed. The Server owner can edit the VM to remove the specific content at issue. (This is only an option when only a portion of a VM was identified as infringing.) After making the changes, the server owner must reply to our message to request removal of the DMCA takedown message.

Server owners cannot, under any circumstances, republish the allegedly infringing content. Republishing content that was removed after receipt of a valid DMCA takedown notice could result in the server being permanently suspended from Bunker services. If the counter notice procedure is followed, we’ll restore the content at the appropriate time.

Step 4: We add a strike

We're required by the DMCA to have a repeat infringer policy, so if a server owner doesn't counter a complete and valid DMCA takedown notice, we add a strike to their account. We assess strikes after 10 business days, so that no one's server is suspended before they have a chance to review the issue and submit a valid counter notice.

Step 5: We review and process the counter notice

Sometimes a server owner will disagree with the DMCA takedown notice, believing that they are lawfully using the content. We encourage server owners to submit a counter notice if this is the case. After reviewing the counter notice for completeness, we reply to the server owner and notify the copyright holder, providing them with a copy.

Step 6: We restore the content

In spite of the counter notice, the server owner cannot republish the content because the copyright holder then has 10 business days to initiate legal proceedings against the server owner to prevent them from using their content. If at the end of the 10 business days, the copyright holder hasn't initiated legal proceedings, the DMCA requires us to restore the content.