

Terms of Use

Effective from May 17th, 2023

Please read these Terms of Use carefully before using this website, our products, and/or services ("Services"). The following are terms of a legal agreement between you ("You" or "Your") and Cloud Linux, Inc. and its affiliated companies ("We" or "CloudLinux"). By using this website and Services, you have accepted these Terms of Use. If you do not accept these Terms of Use, do not use the website and Services.

CloudLinux reserves the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by CloudLinux. For any material changes to the Terms, CloudLinux will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or a combination of methods. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms. If at any time the Terms of Use are no longer acceptable to you, you should immediately cease all use of this website and Services.

Definitions

The following definitions are used in this Terms of Use:

"CloudLinux" means Cloud Linux, Inc. and its affiliated companies.

"Account" means specific-to-you web-based portal through which you may access and manage the Services, view usage information, and update your profile information.

"Billing Cycle" means the interval of time between invoicing. At CloudLinux, a billing cycle is traditionally set on a monthly or yearly basis depending on the product or service rendered. For example, if the purchase is made on Jan 2nd, invoices will be generated on the 2nd date of each month for monthly subscriptions, and on Jan 2nd once a year for yearly subscriptions.

"Chargeback" is a charge that is returned to a payment card after a customer successfully disputes an item on their account statement or transactions report.

"CloudLinux Support Portal" means a web-based, browser-accessed self-serve portal that offers information and resources to help users find answers and resolve their issues.

"CloudLinux Network subscriber" means a Customer who registered with the CloudLinux portal for the purpose of using CloudLinux Services.

"Recurring payment" takes place after the initial charge and allows the automatic deduction of funds from Your account(s) at scheduled intervals to cover Your subscription fees for Services as long as the subscription is active.

"Services" means any products, software, and services available on the CloudLinux website.

"Subscription" means a purchase by prepayment for CloudLinux Services on a monthly or yearly basis.

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You agree to comply with all applicable local, state, national, and international laws and regulations which may apply to your use of this website and Services. Any attempt by any person to deliberately damage this website is a violation of criminal and civil laws. CloudLinux reserves the right to seek damages from any such person to the fullest extent permitted by law.

You agree not to:

- use this website and Services in any way that is unlawful, or harms CloudLinux or any customer of CloudLinux, as determined by CloudLinux, in its sole discretion;
- interrupt, or attempt to interrupt, the operation of this website in any way;
- restrict, in any way, any other user from using this website and Services;
- post or transmit to this website and Services any software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- use this website to transmit, directly or indirectly, any unsolicited bulk email or unsolicited commercial email (spam);
- post any obscene, indecent, pornographic, hateful, profane, sexually explicit, abusive, false or misleading, fraudulent, slanderous, libelous, defamatory, unlawful or otherwise objectionable material, at any time;
- harvest or collect information about website visitors without their express written consent; and,
- except as necessary to use this website, copy, reproduce, post or distribute, in any way, any portion of this website or derivative works thereof.

Username and Password

If you are a CloudLinux Network subscriber, you must select a username and password and you agree to provide CloudLinux with accurate, complete, and up-to-date information, and to keep such information accurate, current, and complete; and to comply with these Terms

of Use. Your failure to do so constitutes a breach of these Terms of Use, which may result in immediate termination of your right to access this website and Services.

CloudLinux reserves the right to reject any user name in its sole discretion.

You agree: not to sell or transfer your use of or access to this website and Services; not to permit anyone else to use your username or password; to maintain the confidentiality of your username and password; and to be responsible for all activity that occurs on your account. You agree to immediately notify CloudLinux of any unauthorized use of your account or any other breach of security. CloudLinux will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission.

Cancellation and Termination Policy

Monthly Subscriptions. If You are a CloudLinux Customer, You can cancel monthly subscriptions in Your CloudLinux account using instructions from the [CloudLinux Support Portal](#) or by [submitting a request](#) to the Billing Department and indicating the reason for the cancellation of service(s). Unless canceled, the licenses remain active and must be paid for regardless if they are in use or not. If the cancellation request is submitted within 72 hours after the new billing cycle started and the renewal invoice is not paid, CloudLinux will cancel the outstanding invoice upon Your written request.

Cancellation requests submitted after the above specified deadline will be effective at the end of the current billing cycle.

Yearly Subscriptions. If yearly subscriptions are canceled prior to the last calendar month of the subscription term, CloudLinux will cancel the subscription and issue a partial refund for unused calendar months, excluding the current month during which the subscription is canceled.

Termination

CloudLinux is eligible to suspend or terminate Your account at any time, for any reason, including but not limited to, a violation of these Terms of Use and/or License Agreements, non-fulfillment of Your obligations under Terms of Use, at CloudLinux's sole discretion, without incurring any liability by CloudLinux to You.

In the event CloudLinux suspends or terminates Your account, we will provide notice to You, but it is not CloudLinux's obligation to notify You and CloudLinux will not be liable for failure to do so.

Pricing and Payment Terms

CloudLinux reserves the right to change the monthly or yearly payment amount and any other charges at any time with 60 days written notice to the Customer. CloudLinux is not responsible for any commission fees applied by the customer's bank and delays for refunds caused by the third party (banking system failure, etc). CloudLinux reserves the right to set up by default the Auto-Collection option for payments in the Customer's account. The Customer has the right to change/cancel this Auto-Collection option at any time at their discretion via a written request through the ticketing system to the Billing Department.

Customers are responsible for updating the payment information, as well as completing payments for outstanding invoices in a timely manner. Invoices are due when generated by CloudLinux. If an

invoice is past due for more than 30 days, Customers' accounts will be locked and the specific service(s) associated with the overdue invoice will be suspended unless the outstanding invoice is settled. Such accounts will be unlocked and the specific service(s) will be unsuspended automatically once the outstanding debt is settled. If an invoice is past due for more than 90 days, CloudLinux has the right to cancel the Customer's account and/or the specific service(s) associated with the overdue invoice by recording the outstanding amount as debt that must be paid off by the Customer in order to continue using CloudLinux service(s) in the future.

Refund Policy

Thirty-Day Money Back Guarantee. If You are not completely satisfied with the Service(s) for any reason, You may cancel the Service(s) and request a refund of the money paid for the Service(s) by [submitting a request](#) to the Billing Department at any time during the thirty (30) day period following the purchase date.

Recurring payments. CloudLinux will refund the recurring payment for any cancellation requests submitted within 72 hours after the billing cycle started.

Yearly payments. CloudLinux will issue a prorated refund for unused calendar months excluding the current month during which the subscription is canceled for any cancellation requests submitted to the Billing Department within 72 hours after the billing cycle started. You, as a Customer, will receive a full or partial refund of the ordered services within the next 7 business days. The refunded amount is credited back using the original payment method. For refunds that are issued through wire transfers, a \$30 processing fee will be deducted from the refund amount.

Customers are not eligible for a refund if: 1) the request for initial purchase is made outside of the thirty-day money-back guarantee period; or 2) the Customer did not purchase the Service(s) directly from CloudLinux.

If You request a refund for a subscription and it is approved, all licenses in the subscription will be terminated. Violations of CloudLinux Terms of Use will cause waiver of any refund associated with the provided services.

Chargeback Policy

Your account(s) associated with accepted chargebacks are immediately locked and canceled with all active services being terminated.

Any dispute to payment to CloudLinux, aka chargeback, will result in a \$25.00 chargeback fee in addition to the disputed charge before the service can be restored. CloudLinux may request payments in cashier's check or wire transfer as the preferred payment method before restoring service. CloudLinux will not accept payments made by any other payment methods from Customers associated with the Fraud/No Authorization dispute category.

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The headings of sections of these Terms of Use are for convenience of reference only and shall not affect the meaning or interpretation of these Terms of Use.

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