Terms of Use
Effective from November 14th, 2022

Please read these Terms of Use carefully before using this website, our products and/or services ("Services"). 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.

Cloud Linux, Inc. ("CloudLinux") may modify all or any part of these Terms of Use from time to time without notice to you. You should check these Terms of Use frequently to ensure that you are aware of your current rights and obligations. Your continued use of this website and Services after changes to the Terms of Use have been published constitutes your binding acceptance of the updated Terms of Use. 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.

Use of Software

Any software ("Software") which is made available to you to download from this website is the copyrighted work of CloudLinux and/or third parties. Your use of the Software is governed by the terms of the license agreement which accompanies or is included with the Software ("License Agreement"). You agree not to install any Software that is accompanied by or includes a License Agreement, unless you first agree to the terms of the License Agreement.

THE ONLY LIMITED WARRANTIES, IF ANY, RELATING TO THE SOFTWARE ARE INCLUDED IN THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING THE SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THE LICENSE AGREEMENT, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED.

Linking

This website may contain links to other websites and resources. These links are provided for your convenience only. CloudLinux has not reviewed the linked websites and is not responsible for the content or availability of any linked websites. The inclusion of any link to a website does not imply endorsement by CloudLinux of the website, the sponsoring entity, or the products or services.

Restrictions on Use

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.

User Name and Password
If you are a CloudLinux Network subscriber, you must select a user name 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 user name or password; to maintain the confidentiality of your user name 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

Cancellation
Monthly Subscriptions
Cancellations of monthly subscriptions can be made directly by Customers in their accounts with CloudLinux or via a written request through the ticketing system to the Billing Department by indicating the reason for the cancellation of service(s). Unless canceled, the licenses remain active and must be paid for regardless they are in use or not.

If the cancellation request is submitted within 48 hours after the beginning of a new billing cycle and the renewal invoice is not paid, CloudLinux will cancel the outstanding invoice upon the Customer’s written request. Cancellation requests submitted after the specified above 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, for 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 to complete 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

During the first 30 days after initial purchase directly from CloudLinux, eligible Customers may request refunds on CloudLinux OS, KernelCare and Imunify360 purchased directly with the CloudLinux Inc. Upon written request via the CloudLinux Inc. ticketing system to the Billing Department, eligible Customers will receive a full or a partial refund of ordered services within the next 7 business days. Refunds will be issued using the same payment method the payment has been done. For refunds that are issued through wire transfers, $30 fee will be deducted from the refund amount. Customers are not eligible for a refund if: 1) the request is made after 30 days from the initial purchase date; or 2) Customer did not purchase the software 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 waive any refund associated with the provided services.

Copyrights

CloudLinux either owns the intellectual property rights in the text, images audio, video, software, and other content that is made available on this website, or has obtained the permission of the owner of the intellectual property to make it available on this website. You may not redistribute or copy of any part of this website or its content without prior written permission of CloudLinux. You may display on your computer, download and print pages from this website provided: (a) the copyright notice appears on all such printouts, (b) the information will not be altered, (c) the content is only used for personal, educational and non-commercial use, and (d) you do not redistribute or copy the information to any other media.

Trademarks

Please refer to CloudLinux’s Logo and Trademark Usage Guidelines for details on CloudLinux’s intellectual property rights. The trademarks, logos and service marks (“Marks”) displayed on this website are the property of CloudLinux, Inc. or other third parties. The trademarks of other third parties are property of their respective owners and are only mentioned on the website for informative purposes. You are not permitted to use these Marks without the prior written consent of CloudLinux or the third party which owns the Mark.

Monitoring

CloudLinux has the right, but not the obligation, to monitor the content of this website, and to determine compliance with these Terms of Use and any other operating rules established by CloudLinux. CloudLinux has the right, in its sole discretion, to edit, refuse to post or remove any material submitted to or posted on this website that we find to be in violation of these Terms of Use or which it finds to be otherwise objectionable. You are solely responsible for any information you post, transmit or otherwise make available on this website. You acknowledge and agree, that CloudLinux does not have any liability for any action or inaction with respect to any conduct, communication or posting on this website.

Content Posted on Website By You

By displaying, publishing and making available for download and use by others any content, message, text, files, images, photos, video, audio, works of authorship, or any other materials (“Content”), you give CloudLinux a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute any Content, including the right for CloudLinux to make Content available to other companies, organizations or individuals with whom CloudLinux has relationships for the provision of services, and to use such Content in connection with the provision of those services. You understand that
CloudLinux may transmit or distribute the Content over various public networks and in various media; and make such changes to the Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You represent and warrant to CloudLinux that you have all the rights, power and authority necessary to grant this license. As to any Content submitted by you to this website, you agree to defend, indemnify and hold CloudLinux and its affiliates, officers, directors, owners, predecessors, successors in interest, employees, agents and licensors harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of such Content, including without limitation claims made by third parties related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided, even if such Content is reviewed by CloudLinux prior to publishing on the website.

**Export Control**

By using this website and Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods. You agree you will not export or re-export any goods or products unless you have complied with all applicable U.S. and foreign government export controls and approvals. CloudLinux makes no claim that content contained on this website is appropriate or may be downloaded outside the United States. If you access this website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

You acknowledge that CloudLinux is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the European Union, and the United Kingdom (“Economic Sanctions Laws”). Accordingly, You shall comply with all Economic Sanctions Laws, including, but not limited to, those of the United States, the European Union, and the United Kingdom. You shall not provide access to the CloudLinux Products to any individuals identified on OFAC’s list of Specially Designated Nationals (“SDN List”), the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions (collectively “Sanctioned Parties”). You shall not take any action which would place CloudLinux in a position of non-compliance with any such Economic Sanctions Laws. Furthermore, You represent and warrants that (i) you have not in the past been, and will not be in the future, be connected with any Sanctioned Parties, (ii) shall provide such information regarding any individual or entity which you do business within any location covered by Economic Sanctions Laws upon request of CloudLinux, and (iii) shall promptly advise CloudLinux of any activities which increases the risk of your’s non-compliance with this Section or CloudLinux’ compliance with Economic Sanctions Laws.

You agree to indemnify and hold CloudLinux harmless from any loss, damages, liability or expenses incurred by CloudLinux as a result of your failure to comply with any export regulations or restrictions or otherwise fails to comply with this Section.

**Disclaimer; Limitation of Liability**

THIS WEBSITE, INCLUDING ALL WEBSITE CONTENTS, IS PROVIDED “AS IS,” “AS AVAILABLE.” CLOUD_LINUX MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED. ANY AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, (i) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT, AVAILABILITY, RELIABILITY, OR UNINTERRUPTED ACCESS; (ii) WARRANTIES ARISING THROUGH COURSE OF DEALINGS OR USAGE OF TRADE; AND (iii) WARRANTIES THAT ACCESS TO OR USE OF THIS WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER APPLIES TO ANY EXPENSES, DAMAGES OR INJURY, REGARDLESS OF THE CAUSE, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

IF YOU ARE DISSATISFIED WITH THIS WEBSITE (INCLUDING ANY OF THE WEBSITE CONTENTS), YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST CLOUD_LINUX WITH RESPECT TO THESE TERMS OF USE OR THIS WEBSITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO
DISCONTINUE USING THIS WEBSITE. IN NO EVENT SHALL CLOUDLINUX BE LIABLE TO YOU, OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR SIMILAR LOSSES) EVEN IF CLOUDLINUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY IS DEEMED UNENFORCEABLE.
THE CUMULATIVE LIABILITY OF CLOUDLINUX TO YOU FOR ALL CLAIMS RELATED TO THIS WEBSITE, AND THESE TERMS OF USE, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, STRICT LIABILITY, TORT, NEGLIGENCE OR OTHER CAUSE OF ACTION SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY YOU TO CLOUDLINUX FOR USE OF THIS WEBSITE DURING THE IMMEDIATELY PRECEDING 6 MONTH PERIOD.

Privacy

See the CloudLinux Privacy Policy located here. As stated in our Privacy Policy, we may transfer personal data to third-party processor companies (i.e. cloud data and server services) that help us provide our service. Such third party processors are located in, and the transfers are limited to, the United States or countries in the European Union and these processors are controlled by data processing agreements providing the same protections of your personal data. Your agreement to these terms includes your consent to such transfer of your personal data.

Miscellaneous

All claims relating to these Terms of Use are governed by the Federal laws and the laws of the State of Delaware, U.S.A. without regard to choice of law provisions. You and CloudLinux agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Delaware.
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.
You agree that CloudLinux may provide notices and other communications to you solely by means of email, posting on the Website, or other electronic transmission.
These Terms of Use constitutes the entire agreement between you and CloudLinux with respect to this Website (including the website contents), and supersedes all prior agreements between you and CloudLinux. If these Terms of Use conflict with any other terms contained within this Website, then the terms of these Terms of Use shall control. Failure by CloudLinux to enforce any provision of these Terms of Use shall not be construed as a waiver of any provision or right.
In the event that any portion of these Terms of Use is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intent of the parties, and the remainder of the provisions shall remain in full force and effect.