

# Terms of Use

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## Definitions

The following definitions are used in this Terms of Use:

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

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

**"Key-based licensing account"** means a specific-to-you web-based portal through which you may access and manage the Services using only key-based licensing type.

**"IP-based licensing account"** means a specific-to-you web-based portal through which you may access and manage the Services using both IP-based and key-based licensing types.

**"Key-based license" type** allows customers to activate the Company's service(s) using an activation key, which is presented as a unique code and related activation commands.

**"IP-based license" type** allows customers to activate the Company's service(s) using an IP address and activation commands.

**"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.

**"Payment Information"** means any details required for the purchase of Services. This includes, but is not limited to, credit/debit card details, digital wallet such as PayPal, billing address, user's full name, etc.

**"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.

**"Check-in"** is an event where the server communicates with a licensing system (CLN) to confirm its license status.

**CloudLinux Network (CLN)** is a website for trial activation and purchasing, management of licenses and servers, and account preferences.

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## **Account Security**

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 at 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.

## **Taxes**

You shall, in addition to the license fees, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under these Terms of Use. You shall reimburse CloudLinux for the amount of any such taxes or duties paid or incurred directly by CloudLinux as a result of this transaction, and you agree that CloudLinux may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

## **Billing, Payments and Refunds**

If You are a CloudLinux Network subscriber and have any type of CloudLinux account, You agree to adhere to the rules outlined in the following Policies, which are an integral part of the Terms of Use.

[Billing terms](#)

[Pricing and Payment Terms](#)

[Cancellation and Termination Policy](#)

[Refund Policy](#)

[Chargeback Policy](#)

[Trial Licenses Usage Policy](#)

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