

Terms of Use

Effective from December 1, 2024. Archived versions | Download PDF

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"), as either an individual or an Entity, and Cloud Linux Software, Inc. and its affiliated companies ("We" or "CloudLinux"). References to "You" herein refer to both You, the individual end user, and the entity on whose behalf You are accepting these Terms of Use. 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 of Use at our sole discretion at any time. Any revisions to the Terms of Use will be effective immediately upon posting by CloudLinux. For any material changes to the Terms of Use, 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 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.

Definitions

The following definitions are used in this Terms of Use:

"CloudLinux" means Cloud Linux Software, 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.

Use of Software

Any software ("Software") that 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.

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](#)

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 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 [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 Cloud Linux Software, Inc. or other third parties. The trademarks of other third parties are the 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 Sanction 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 in compliance with this Section

Disclaimer; Limitation of Liability

THIS WEBSITE, INCLUDING ALL WEBSITE CONTENTS, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." CLOUDLINUX 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, TORTUOUS 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 CLOUDLINUX 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 constitute 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.