

# SoftwareBiz

## TERMS OF SERVICE

### LINUX HOSTING

#### 1.1

Software Business Solutions offers Linux-based web hosting. Software Business Solutions reserves the right to cancel your account if it violates our terms of service. Software Business Solutions provides web hosting to any site that abides by our terms and conditions. Software Business Solutions reserves the right to change the terms and conditions at any time. Software Business Solutions users are entirely liable for all activities conducted through their accounts.

If any violation of our rules occurs, Software Business Solutions reserves the right to suspend the violating account.

However, we are able to reactivate your account. After the account is reactivated, you will have 12 hours to resolve the incident. If the incident is not resolved within 12 hours of reactivating the account or if any further violation is occurred by the same account, Software Business Solutions reserves the right to terminate that account and/or disable the profile.

#### 1.2

The following rules apply while using Software Business Solutions services to all users:

- No adult content of any kind.

Your account will be suspended if any kind of adult content is discovered or reported.

- No warez / hacking / phishing sites.

Your account will be terminated without a warning if any kind of phishing / hacking website is discovered or reported.

- No mass mail/ spam sending scripts.

Your account will automatically be suspended if you or your client are caught sending mass mails.

We do not allow any kind applications to be hosted here. Applications such as proxy scripts, shell scripts, online gaming scripts, file/image sharing scripts, chat scripts, paid-to-surf, auto-surf, buxto, torrent scripts cannot be hosted here.

#### **Suspension / Termination**

- Hosting account will be suspended after non-payment of invoice overdue 7 days.
- Hosting account will be terminated after 30 days of non-payment of overdue invoice.

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- Nullified/ cracked software is not allowed to be hosted as your account could be suspended. However, you will have a chance to reactivate your account if permission is granted.
- An account cannot be used to store files or backups only.
- All websites must have regular content. Sites designed for file sharing, archive or backup mirroring purposes are not allowed.
- Malicious websites cannot be hosted.
- All websites that you or your clients host, must have index file (index.php, index.html or index.htm) uploaded directly to the 'public\_html' folder. If the website is uploaded to any other folder, or there is no index file present, your account can be removed from the server being regarded as a 'Malicious Website'.

### 1.3

Additionally, you must agree not to use the service for the following reasons:

- Uploading, posting, emailing or making any content available which could be regarded as unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- To cause harm to minors in any way.
- To impersonate any person or entity.
- To forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service.
- Uploading, posting, emailing or making any content available that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Uploading, posting, emailing or making any content available that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party.
- Uploading, posting, emailing or making any content available which is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose .
- Uploading, posting, emailing or making any content available that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or

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limit the functionality of any computer software or hardware or telecommunications equipment.

- To upload, post, email, transmit or make available any material that is of broadcast / streaming types.
- To interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.
- To intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- To provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.
- To 'stalk' or harass another.
- To upload, post, email, transmit or otherwise material for the purposes of file distribution, relay, or streaming reasons.
- To collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 through 14 above.

### 2.1

THE SOFTWARE BUSINESS SOLUTIONS SERVICE IS PROVIDED TO YOU 'AS IS' AND 'AS AVAILABLE' WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Software Business Solutions DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, THE IMPLIED CONDITION OF SATISFACTORY QUALITY AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

YOU ACKNOWLEDGE THAT IF YOU RELY ON ANY INFORMATION OR CONTENT ON THE SERVICE, YOU DO SO SOLELY AT YOUR OWN RISK.

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### **2.2**

To the full extent permissible under the applicable law, Software Business Solutions shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use Software Business Solutions services. You agree, at your own expense, to indemnify, defend and hold harmless Software Business Solutions and its affiliates, officers, directors, employees, consultants, agents, suppliers and licensors from and against any and all third party claims, liability, damages, losses and/or costs (including but not limited to reasonable attorneys' fees) arising from or relating to: (a) your failure to comply with these terms of use; (b) your infringement or violation of any intellectual property or other right of a third party; or (c) your violation of any applicable law.

### **2.3**

If you have any questions about this Agreement, please contact us by email or regular mail at the following addresses:

#### **In-Mail Address:**

Block No.41, Office No.5, 2nd Floor, Al Jasser Complex, Al Farwaniya, **Kuwait**

P-33, Ashiana Shopping Center, 78-G1, Main Boulevard, Gulberg III, Lahore, **Pakistan**

#### **Email:**

support@softwarebiz.co