

QBIS TERMS OF SERVICE

1. ACCESS

We will provide you with access to the QBIS Cloud Platform in accordance with these Conditions.

2. YOUR OBLIGATIONS

2.1 You:

2.1.1 agree not to use the QBIS Cloud Platform (or any part of) for any illegal purpose and agree to use it in accordance with all relevant laws;

2.1.2 agree not to upload or transmit through the QBIS Cloud Platform any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

2.1.3 will not upload or transmit through the QBIS Cloud Platform any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

2.1.4 will not use the QBIS Cloud Platform in a way that may cause the QBIS Cloud Platform to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the QBIS Cloud Platform is in any way impaired;

2.1.5 will not use the QBIS Cloud Platform in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

2.1.6 agree that in the event that you have any right, claim or action against any Users arising out of that User's use of the QBIS Cloud Platform, then you will pursue such right, claim or action independently of and without recourse to us.

3. INDEMNITY

3.1 You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the Conditions by you or any other liabilities arising out of

your use of the QBIS Cloud Platform, or the use by any other person accessing the QBIS Cloud Platform using your PC or internet access account.

4. OUR RIGHTS

4.1 We reserve the right to

4.1.1 modify or withdraw, temporarily or permanently, the QBIS Cloud Platform (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the QBIS Cloud Platform.

4.1.2 Change these Conditions from time to time and your continued use of the QBIS Cloud Platform (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the QBIS Cloud Platform.

4.2 We will use our reasonable endeavors to maintain the QBIS Cloud Platform. The QBIS Cloud Platform is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the QBIS Cloud Platform or because of a failure, suspension or withdrawal of all or part of the QBIS Cloud Platform due to circumstances beyond our control.

4.3 Suspended any client that giving us bad review or poster bad stuff in the forums.

5. THIRD PARTY LINKS

In an attempt to provide increased value to our Users; we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

6. MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the QBIS Cloud Platform. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the QBIS Cloud Platform).

7. SUPPORT DATA

In order to provide the Services to you, QBIS Software may collect information from you including but not limited to: (a) IP addresses, usernames and passwords necessary to login to QBIS, FTP and the Licensed Product root directory; (b) the usernames and passwords necessary to login into any affected accounts including FTP accounts, cPanel accounts, MySQL accounts and other accounts; and (c) other information that you voluntarily supply or that QBIS Software requests in order to resolve your Incident ((a) through (c) collectively, "Support Data"). QBIS Software Services will use commercially reasonable efforts to preserve the security of the Support Data by using reasonable physical and electronic security measures (except to the extent QBIS Software is required or permitted to disclose, access or use such information by Applicable Law), but QBIS Software cannot guarantee the security of such data. To the extent that Applicable Law requires that you obtain any consents, permissions or licenses from third parties (including Third Party Users) or to give any notices or disclaimers to third parties (including Third Party Users) prior your disclosure of Support Data to QBIS Software, you agree to comply with such Applicable Laws prior your disclosure of Support Data to QBIS Software.

8. LIMITATION OF LIABILITY

8.1 WHILE WE WILL USE REASONABLE ENDEAVOUR'S TO VERIFY THE ACCURACY OF ANY INFORMATION WE PLACE ON THE BBIS CLOUD ENVIRONMENT, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO ITS ACCURACY.

8.2 The QBIS Cloud Platform is provided on an "as is" and "as available" basis without

any representation or endorsement. Unless specified in separate terms and conditions related to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the QBIS Cloud Platform, or products or services offered on the QBIS Cloud Platform whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

8.3 Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the QBIS Cloud Platform or products or services offered on the QBIS Cloud Platform whether by us or on our behalf (including free software downloads) will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the QBIS Cloud Platform or the server that makes it available or products or services offered on the QBIS Cloud Platform whether by us or on our behalf (including free software downloads) are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the QBIS Cloud Platform.

8.4 Notwithstanding any other provision in the Conditions, nothing shall limit your rights as a consumer under South African law.

8.5 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the QBIS Cloud Platform and any information provided to or taken from the QBIS Cloud Platform by you.

8.6 We will not be liable in contract, tort or otherwise if you incur loss or damage connecting to the QBIS Cloud Platform through a third party's hypertext link.

8.7 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the QBIS Cloud Platform or products or services offered on the QBIS Cloud Platform whether by us or on our behalf (including free software downloads) for:

8.7.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

8.7.2 any loss of goodwill or reputation; or

8.7.3 any special or indirect or consequential losses; in any case whether or not such

losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

8.8 Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

9. ENTIRE AGREEMENT

These Conditions (as amended from time to time) contain the entire agreement between you and us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, you have not relied on any representation save insofar as the same has expressly been made a representation in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions save that your agreement contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether or not such has become a term of these Conditions.

10. LICENSE TRANSFER POLICY

We DO-NOT allow owned licenses bought directly from us to be sold and transferred between people. Licenses obtained through a reseller cannot be resold. Before any sale or transfer, the seller should contact us to notify us of the sale. Once a buyer has been found, both the buyer and seller should contact us to arrange the transfer and payment of the R150 transfer fee. A license can only be resold once. Addons may be transferred between licenses within your own client account but not resold or transferred to other clients. Source code cannot be sales once it is bought.

11. SIGNUP POLICY

When signing up an QBIS Cloud VPS with us you are requested to provide personal data. User accounts are unique and we do not allow **multiple** accounts for the same Customer and/or Company.

Opening an Account

Accounts are unique. We do not allow more than 1 account per Company or Customer. We do not allow incomplete or fake accounts All fields are required and accurate details must be provided, including phone number and address The First and Last Name fields have to be filled out correctly with your complete Name and Last Name. The signup Email has to be valid and active from your Top Level Domain (yourdomain.com). We do not allow signup through an open proxy, anonymous proxy or VPN connections.

Please be advised that violation of this policy will result deleting the pending order and closing the account without notice. We reserve the right to request domain ownership verification.

Closing an account

Accounts will be closed under the following circumstances automatically:

Accounts without active products/services or without active affiliation older than 12 months without activity Violation of any of the policies present in our Terms of Service.

12. REFUND POLICY

Unfortunately, because of the nature of our products and because we can **NOT** ensure that you will not erase our software or templates from your computer, we can **NOT** issue any refunds after a purchase has been made. If the product has not been delivered yet then we will issue a refund. **NO exceptions!**

13. CREDIT POLICY

If we issue a credit to you for any reason, that credit will last for one year **from date of issue**. After one year, if credit is not used it will be removed from your account and will not show.

You can use the credit towards any product/services you like within that one year period.

14. MAILING POLICY

All Customers are automatically subscribed to our announcements when registered. We send out regular announcements and news regarding our products and services such as new releases as well as important updates and features.

You may choose to stop receiving our announcements and marketing mailings. You can activate the option "Newsletter Opt-out" from our Client Area >>My Details.

Customers may occasionally receive information on products, services, and special deals from QBIS Software Service or may receive informational newsletters.

Customers are given the opportunity to 'opt-out' of having information used for purposes not directly related to the QBIS Software Service at the point where the information is requested. Customers may also elect not to receive additional promotional communications using the opt-out link provided in each promotional email. Customers may not opt-out of receiving service announcement updates as they contain important security information about the services.

Remember to notify us if you are planning to change your email so that we can update your account.

We reserve the right to cancel/Suspend your account if your email is not working any longer. You are **NOT** allowed to use free email accounts like Gmail, Hotmail, Outlook, Yahoo, etc. To signup, your Email must be valid, active, and from your top-level Domain (yourdomain.com). You are responsible to add my emails from noreply (at) whmcsservices.com to your valid email list so you can receive my emails without interruption.

15. INSTALLATION/SETUP POLICY

Installation doesn't include any customisation or modifications of the item, however, we can customise/modify for an additional fee.

16. LAW

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions

17. Trademarks

The QBIS Software and Products contain references to many companies that the QBIS Software Products is integrated with for payments & other related services. QBIS Software and the QBIS Software logo are trademarks of QBIS Software and qbis.co.za All rights reserved. All other trademarks are the property of their respective owners. QBIS is a trademark belonging to QBIS Software.

18. CHANGE TO THE POLICY

Any changes to our Privacy Policy will be placed here and will supersede this version of our Policy. We will take reasonable steps to draw your attention to any changes in our Policy and email you. However, to be on the safe side, we suggest that you read this document each time you use the website to ensure that it still meets with your approval.