

Terms of Service

Effective Date: 01/02/2025

These Terms of Service (the “Agreement”) are an agreement between PSmaax Group (“PSmaax Group” or “us” or “our”) and you (“User” or “you” or “your”). This Agreement sets forth the general terms and conditions of your use of the products and services made available by PSmaax Group and psmaax.com/psmaax.net/psmaax.org website (collectively, the “Services”). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

- **Additional Policies and Agreements**

1. Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.
2. Acceptable Use Policy
3. Additional terms may also be applied to certain Services, and are incorporated by reference herein as applicable. For example, if you registered a domain name with us, then the Domain Registration Agreement will also be applicable to you and would be incorporated herein.

- **Account Eligibility**

- By registering for or using the Services, you represent and warrant that:
 - You are eighteen (18) years of age or older. These Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and doing so is a violation of terms and conditions of this Agreement.
 - In case you use the Services on behalf of another party, you agree that you are authorized to bind such other party to this Agreement and to act on the behalf of such other party with respect to any action you take relating to the Services.
1. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is any abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account including any domain accounts is always accurate, correct and complete. PSmaax Group is not responsible for any lapse in the Services, including – but without limitation-, any lapsed domain registrations due to outdated contact information relating to the domain. If you need to verify or change your contact information, you may contact PSmaax Group Support Center to update your contact information. Bearing in mind that, providing false contact information of any kind may result in termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued identification and possibly an ID scan to use for verification purposes. Failure of providing the requested information, may cause denial of your order.

2. You agree to be fully responsible for any use of your account and for any action/s taken through using your account. It is your responsibility to maintain the confidentiality of your password and any other information related to the security of your account.
3. Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the **Réseaux IP Européens Network Coordination Centre (RIPE NCC)**. We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
4. The Service and any data you provide to PSmaax Group is hosted in the Kingdom of Saudi Arabia (KSA) unless otherwise provided. If you access the Service from outside of the KSA., you are voluntarily transferring information (potentially including personally-identifiable information) and content to the KSA. and you agreeing that our collection, use, storage and sharing of your information and content is subject to the laws of the KSA. With regardless of the jurisdiction applicable in the place you are located.
5. The Registrant agrees on the following:
 1. The Registrant has reviewed and agreed to complying with all provisions in the Saudi domain name registration regulations by the link help.nic.sa.
 2. An acknowledgment of consent by the Registrant that SaudiNIC retains the right to transfer sponsorship of its domain name(s) to another Registrar, should the need arise.
 3. The Registrant's agreement to be subject to and accept the decisions arising from dispute resolution procedures.
 4. An acknowledgment from the Registrant that all information and documentation submitted concerning a domain name or a Service Request are complete, accurate, and up-to-date.
 5. An acknowledgment that the Registrant agrees to the CITC's and/or SaudiNIC's rights to enforce the terms and conditions included in the Registrant Agreement and Regulation, and to not hold either of them in any way liable.

- **Transfers**

Our Support Team will make every effort to help you in moving your website to us. The transference is provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transference. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases, we may not be able to assist you in transferring data from an old host. The transference service will incur a charge; - please contact a member of our Sales department to receive a price quote-. In no event, shall PSmaax Group be held liable for any lost or missing data or files, as result of data transference process to or from PSmaax Group. You are solely responsible for backing up your data in all circumstances.

- **PSmaax Group Content**

Except for User Content (as defined below), all contents available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, in addition to their selection and arrangement, and all software used in Services provision, referred to (collectively as, “PSmaax Group Content”), are the proprietary property of PSmaax Group or PSmaax Group’s licensors. PSmaax Group Content must not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any mean, in whole or in part, other than as expressly permitted in this Agreement. You must not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of PSmaax Group Content. Any use of PSmaax Group Content, other than as it is specifically and authorized herein, is strictly prohibited and will automatically terminate your rights to use the Services and any PSmaax Group Content. All rights to use PSmaax Group Content that are not expressly granted herein, are reserved by PSmaax Group and PSmaax Group’s licensors.

- **User’s Content**

1. You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, “User Content”). User Content includes any content posted by you or by users of any of your websites hosted through the Services (“User’s Websites”). You are solely responsible for all User’s Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to PSmaax Group that:

(i) you have all the necessary rights to post or distribute such User Content, and (ii) posting or distribution of such User Content by you, does not infringe or violate the rights of any third party.

Solely for the purposes of providing the Services, you hereby grant to PSmaax Group a non-exclusive, royalty-free, worldwide right and license to:

(i) Using, reproducing, publicly perform, or publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) making archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, PSmaax Group does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

2. PSmaax Group exercises no control on users, and have no any responsibility for, User’s Content or the content of any information passing through PSmaax Group’s computers, network hubs and points of presence or the Internet. PSmaax Group does not have any monitoring on User’s Content. However, you acknowledge and agree that PSmaax Group may, but is not obligated to, immediately take any corrective action in PSmaax Groups sole discretion, including and not limited to removal of all or a portion of the User Content or User Websites, and suspending or terminating of any and all Services in case of violation of the terms of this Agreement by you. You hereby agree that, PSmaax Group shall have no any liability as result of any corrective action that may be taken by PSmaax Group.

- **Third Party Products and Services**

1. **Third Party Providers**

PSmaax Group may offer certain third party products and services. Such products and

services may be subject to the terms and conditions of the third-party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third-party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

PSmaax Group does not have any representations or warranties regarding third party services and is not liable for, the quality, availability, or timeliness of goods or services provided by a third-party provider. It is your responsibility to undertake all transactions with these third party's providers and at your own risk. We do not warranty any accuracy or completeness of any information regarding a third party's providers. PSmaax Group is not an agent, representative, trustee or fiduciary of yours or a third-party provider in any transaction.

- **PSmaax Group as reseller Licensor**

PSmaax Group may act as a reseller or licensor of certain third party's services, hardware, software and equipment used relating to the Services ("Non-PSmaax Group Products"). PSmaax Group is not responsible for any changes in the Services that may cause any Non-PSmaax Group Products to become obsolete, and any required modification, alteration, or otherwise affect Services performance. Any malfunction or manufacturer's defects of Non-PSmaax Group Products, either sold, licensed or provided by PSmaax Group to you will not be deemed as breach of PSmaax Group's obligations under expressed herein. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-PSmaax Group Product are limited to those rights extended to you by the manufacturer of such Non-PSmaax Group Product. You are entitled to use any Non-PSmaax Group Product supplied by PSmaax Group only relating to the use of the Services as permitted under this Agreement. You should not attempt to copy, alter, reverse engineer, or tamper with such Non-PSmaax Group Product or to use it other than the that relating to the Services. You should not resell, transfer, export or re-export any Non-PSmaax Group Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

- **Third party's site**

Services that may contain links to other websites that are not owned or controlled by PSmaax Group ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, audio, video, information, and other contents or items belonging to or originating to third parties ("Third Party's Content"). We have no any responsibility to words any Third Party's Sites or Third Party's Content accessed through the Services. Third Party's Sites and Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. in case you have decide to access a Third Party's Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware of that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data collection practices of any website which you navigate.

- **Account Security and PSmaax Group Systems**

1. It is your responsibility to ensure that scripts/programs installed under your account are secured and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or Read &

Execute as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromising of credentials such as user name and password. You are required to use a secured password. If a weak password is used, your account may be suspended until you agree to use a more secured password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, you will be notified to change or update your password in a limited time before suspending your account.

2. Services; including all related equipment, such as networks and network devices are provided only for authorized customer use. PSmaax Group may, but is not obligated to, monitor our systems, including without limitation, to ensure authorized use, to facilitate, protect against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using our Services, you consent us to monitor any kind of activity when needed for these purposes.
 3. In case any account found connected to a third-party network or any system without authorization from the third party it will be subject to suspension. Access to networks or systems outside of your direct control requires to express written consent of the third party. PSmaax Group may, at our discretion, request documentation to prove that your access to a third-party network or system is authorized.
 4. Any account which causes us to receive an abuse report may be terminated and/or services suspension. in case you have not removed malicious content from your account after being notified of this issue by PSmaax Group, thereby we have the right to leave services access as disabled.
 5. PSmaax Group reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, due to local law or for technical or other reasons without notification.
- **Compatibility with the Services**
 1. You fully agree to cooperate with PSmaax Group in relating to PSmaax Group provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may be dependent upon your performance of your obligations. PSmaax Group is never responsible for any delays due to your failure to timely perform your obligations.
 2. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by PSmaax Group to provide the Services, which may be changed by PSmaax Group from time to time in our sole discretion.
 3. Unless you have subscribed for a backup service from us with a different Policy Agreement -inconformity with our backup policy-, it is your own responsibility to make back-up for all Users' Content, and including -but not limited to-, any User's Websites.

We do not warrant making back-up for any User Content, and you agree to accept the risk of loss of any or all User Content.

- **Billing and Payment Information**

1. **Prepayment**

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You must agree to pay for the Services in advance before the Services are provided. The payments received will be first applied to the oldest outstanding invoice in your billing account and it is Subject to applicable laws, rules, and regulations.

2. **Auto-renewal**

Unless we receive your notification to us of your desire to cancel the Services, or otherwise provided, you agree that you will be billed on an automatically recurring basis through using the details of your credit card or other billing information on the file with us, to avoid any disruption to your Services.

3. **Late Payment**

All invoices must be paid within ten (10) days of the invoice due date. In case of any invoice that is outstanding for more than ten (10) days it might cause suspension or termination of Services. Access to the account will not be restored unless the payment has been received. In case you have failed to pay the fees as specified herein, PSmaax Group will suspend or terminate your account and pursue the collection costs incurred by PSmaax Group, including -but not limited to-, any arbitration and legal fees, and reasonable attorneys' fees. PSmaax Group will not activate new orders or new packages for customers who have an outstanding balance in their account.

In case you have Dedicated servers and you have failed to make the timely payment, they will be subject to be reclaimed and all their content will be deleted. In case of late payment we will not be able to automatically reactivate the dedicated servers therefor and after you have made the late payment, you should Contact PSmaax Group directly to get your dedicated server reactivated.

- **Domain Payments**

When registering a new domain, PSmaax Group will check if the domain is marked as "Premium" domain by Global providers. In this case price is subject to change.

It is solely your responsibility to notify PsmaaxNet's Billing department via support ticket created by email support@psmaax.com after purchasing a domain. Domain renewal notices are provided as a courtesy reminder therefor PSmaax Group is not responsible for domain renewal failure or a failure to notify a customer of a domain's renewal. Domains renewal are billed and renewed thirty (30) days before the renewal date.

- **Fraud**

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transference, electronic checks, or any other payment method. PSmaax Group may

report any such misuse or fraudulent use, as determined in PSmaax Group's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

- **Invoice Disputes**

You have ninety (90) days to dispute any charge or payment processed by PSmaax Group. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

- **Payment Card Industry Security Standard Disclaimer**

PSmaax Group complies with the Payment Card Industry Security Standard ("PCI Standard") regarding the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. PSmaax Group does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

- **Money-back Guarantee**

- **Dedicated Servers.**

There are no refunds on dedicated servers. The fourteen (14) day money- back guarantee does not apply to dedicated servers.

- **Managed shared, VPS and Reseller Services.**

PSmaax Group offers a fourteen (14) day money- back guarantee for PSmaax Group, VPS, and reseller hosting services only. Subject to the terms described in Section 13 below, if you are not completely satisfied with these hosting services and you terminate your account within fourteen (14) days of signing up for the Services, you will be given a full refund of the amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to administrative fees, installation fees for custom software or other setup fees, or to any fees for any other additional services.

- **Cancellations and Refunds**

- **Payment Method**

No refunds will be provided if you use any of the following methods of payment: bank wire transfers, SADAD, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

- **Money-back Guarantee.**

If an account with a fourteen (14) day money-back guarantee is purchased and then cancelled within the first fourteen (14) days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the PSmaax Group Support Team (the "Refund Request") within ninety (90) days of such termination or cancellation ("Notice Period"), receive a full refund of all basic shared, VPS and reseller hosting fees previously paid by you to PsmaaxNet for the initial term ("Money-Back Guarantee Refund"); provided that such Money-Back Guarantee Refund shall be due to you only upon your compliance with, and subject in all respects to the terms and conditions. Requests for these refunds

must be made in writing to the PSmaax Group Support Team. Refunds will only be issued for basic shared, VPS and reseller hosting services and will not include administrative fees, installation fees for custom software or other setup fees, nor will they include any fees for any other additional services. Money Back Guarantee Refunds will not accrue, and shall not be paid under any circumstances, if you do not provide the applicable Refund Request within the Notice Period.

- **Refund Eligibility.**

Only first-time accounts are eligible for a refund. Renewals are not eligible for refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. **Violations of this Agreement will waive your rights under the refund policy.**

- **Non-refundable Products and Services.**

No refunds on dedicated servers, administrative fees, domain name registration, SSL and installation fees for custom software.

- **Cancellation Process.**

You may terminate or cancel the Services by giving PSmaax Group written notice via email to support@psmaax.com In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) PSmaax Group may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, and any discount applied for prepayment, provided that you are not in breach of this Agreement.

Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled.

We require all cancellations to be done through the email in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

Cancellations will be effective immediately.

- **Domains**

Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify PSmaax Group's Support department via email sent to support@psmaax.com to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

- **Foreign Currencies**

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in SAR and will reflect the exchange rate in effect on the date of the refund. All refunds are

subject to this fluctuation and PSmaax Group is not responsible for any change in exchange rates between the time of payment and the time of refund.

- **Termination**

PSmaax Group may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you have failed to pay any due-able fees; (ii) you violate this Agreement; (iii) your conduct may harm PSmaax Group or others or cause PSmaax Group or others to incur liability, as determined by PSmaax Group in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, PSmaax Group shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, PSmaax Group may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

- **CPU, Bandwidth and Disk Usage**

- **Permitted CPU and Disk Usage.**

All use of hosting space provided by PSmaax Group is subject to the terms of this Agreement and the Acceptable Use Policy.

1. Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. PSmaax Group expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. PSmaax Group may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of PSmaax Group's terms and conditions.
2. Dedicated and VPS usage is limited by the resources allocated to the specific plan that you have purchased.

- **Bandwidth Usage.**

Shared servers are not limited in their bandwidth allowance. Unlimited bandwidth usage is not available for resellers, dedicated or VPS servers, which are subject to the terms of the plan you purchased.

- **Uptime Guarantee.**

in case you have, shared or reseller server has a physical downtime that falls short of the 99% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. The approval of any credit is at the sole discretion of PSmaax Group, it

may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system which may differ from the uptime reported by other individual services. To request a credit, please send an email to support@psmaax.com to create a support ticket to our Billing department with justification [within thirty (30) days of the month for which credit is requested]. Uptime guarantees is only applicable to shared and reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down and it does not relate to our uptime guarantee.

- **Reseller Terms and Client Responsibility**

1. Resellers must ensure that, each of their clients is in compliance with this Agreement.
2. Resellers are responsible for providing support to their clients. PSmaax Group does not provide support to clients of PSmaax Group's resellers. In case a reseller's client contacted us, we have the right to place a reseller client account on hold position until the reseller can assume his responsibility of his clients. For security purposes, all support requests must be made by the reseller on behalf of its clients.
3. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. PSmaax Group will hold any reseller responsible for any of their client's actions that violate the law or the rules of this Agreement.
4. PSmaax Group is never responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify PSmaax Group for and against all claims made by any User arising from the reseller's acts or omissions.
5. PSmaax Group has the right to revise our Reseller Program at any time based on our sole discretion. Changes shall take effect when posted online or on any subsequent date as it may be set forth by PSmaax Group.
6. Resellers in the PSmaax Group Reseller's Program assume their full responsibility for billing and technical support for each of the Users signed up by the reseller/s.

- **Shared (non-reseller accounts)**

Shared accounts are not to be used to resell web hosting to others. In case you wish to resell hosting, you must use a reseller's account.

- **Dedicated/Collocation Servers:**

PSmaax Group will create a user on Dedicated/Collocation servers for security audit or support as required.

PSmaax Group has the right to reset the password on a dedicated/collocation server. In case the password of PSmaax Group user is not current to enable us to do security audits as required by our security team in this case it is your responsibility to provide a valid email address and current password not changed for your dedicated/collocation server to prevent downtime from forced password resets. PSmaax Group keeps the right to audit servers as needed and to perform administrative actions at the

request of our security team. Dedicated/collocation. Servers are NOT backed up by us unless you have managed service. It is your responsibility to maintain backup processes. PSmaax Group is not liable for loss of any data as result of such data deletion in case of Dedicated/Collocation servers those have invoices outstanding for more than ten (10) days will be subject to data deletion and consequently all the data on the server will be lost.

- **Price Change**

PSmaax Group keeps the right to change prices or any other charges at any time.

We will provide you with any change of price on any annual or longer-term plans at least thirty (30) days of notification period before charging you with the new prices. It is your sole responsibility to periodically review your billing information provided by PSmaax Group through the methods of communication, including notices sent or posted by PSmaax Group.

- **Coupons**

Discounts and coupon codes are reserved for the first-time accounts or first-time customers only, but may not be used towards the purchase of a domain registration unless otherwise specified. In case you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will never be tolerated which may result in suspension or termination of your account. All coupons and discounts are valid towards the initial purchase only and it does not include the renewal or recurring price.

- **Limitation of Liability**

IN NO EVENT WILL PSMAAXNET ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, WEBSITES USER OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF PSMAAXNET IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOT WITHSTANDING ANY CONTRARY THING TO THE CONTAINED HEREIN, PSMAAXNET'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO PSMAAXNET FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

- **Indemnification**

You agree to indemnify, defend and hold PSmaax Group harmless, and our affiliates, their respective officers, directors, employees and agents (each "Indemnified Party", collectively referred to them as, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties as result of or relating to (i) your use of

the Services, (ii) any breach or violation by you to this Agreement; or (iii) any acts or omissions by you. Terms of this section survive any termination of this Agreement.

- **Arbitration**

By using the Services, you hereby submit to the exclusive jurisdiction of the Saudi Courts in connection with any dispute relating to, concerning or as result of the this Agreement.

- **Independent Contractor**

PSmaax Group and User are independent contractors and nothing contained in this Agreement places PSmaax Group and User in the relationship of principal and agent, partners or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

- **Governing Law; Jurisdiction**

Any controversy, conflict or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed and resolved by the substantive laws and arbitrations of the Saudi Arabia.

- **Disclaimer**

PSmaax Group is never responsible for any damages that may affect your business. PSmaax Group makes no warranties of any kind, expressed or implied for the Services. PSmaax Group disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by PSmaax Group or our employees.

- **Backups and Data Loss**

Your use of the Services is at your sole risk. PSmaax Group backup service runs on daily bases to keep three days for backup and once for monthly, and overwrites any of our previous backups. Only three days and one monthly of backups are kept at a time. This service is provided only to shared, reseller accounts, and managed service as a courtesy and may be modified or terminated at any time at PSmaax Group's sole discretion. PSmaax Group does not maintain backups of unmanaged dedicated/collocation accounts. PSmaax Group is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on PSmaax Group's servers.

Any shared account using more than 10 gigs of disk space will be removed from our off site, weekly backup with the exception of databases, that are to be backed up continuously.

- **Limited Warranty**

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASES." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, PSMAAXNET AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. PSMAAXNET AND OUR

AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. PSMAAXNET AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

- **Disclosure to Law Enforcement**

PSmaax Group may disclose User information due to legal enforcement agencies without further consent or notification to the User upon lawful request from such agencies. Hereby, we should fully cooperate with law enforcement agencies.

- **The Entire Agreement**

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

- **Headings**

The headings herein are for convenience only and are not part of this Agreement.

- **Changes to the Agreement or the Services**

1. PSmaax Group may modify, add, or delete portions of this Agreement at any time. In case we have made significant changes to this Agreement, we will post a notice in PSmaax Group website within at least thirty (30) days after the changes are posted and the date of the latest revision will be printed at the bottom of this Agreement. Any revisions added to this Agreement will become effective by the time it is posted unless otherwise provided. by continuing using the Services upon any modification made in this Agreement.

2. PSmaax Group keeps the right to modify, change, or discontinue any aspect of the Services at any time.

3. **Severability**

4. **If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effective.**

- **Waiver**

No failure or delay by you or PSmaax Group to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any of the terms or conditions of this Agreement by any party hereto

shall, constitute a waiver of, or an assent to, any succeeding breach or default in the same or any other term or condition hereof.

- **Assignment; Successors**

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of PSmaax Group. Any attempt to assigning is an express violation of this Agreement shall be null and void and of no force or effect whatsoever. PSmaax Group may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- **Force Majeure**

Neither party is liable for any default or delay in performance of any of the obligations entitled by the Agreement hereto, (other than failure to make payments on it is due-time) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, (natural disasters, such as; fire, flood, acts of God, labor disputes, accidents, in case of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

- **Third-Party Beneficiaries**

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties entitled by this agreement and their respective successors and the permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is intended as a third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.



PSmaax Group
Hosting, Design
& Web Solutions