Terms of service

Please read these Terms of Use carefully before using this website. By using this website you have accepted these Terms of Use. If you do not accept these Terms of Use, do not use the website. AlmaLinux OS Foundation ("AlmaLinux") may modify all or any part of these Terms of Use from time to time without notice to you. You should check these Terms of Use frequently to ensure that you are aware of your current rights and obligations. Your continued use of this website after changes to the Terms of Use have been published constitutes your binding acceptance of the updated 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.

Use of Software

Any software ("Software") which is made available to you to download from this website is the copyrighted work of AlmaLinux 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. AlmaLinux 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 AlmaLinux 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. Any attempt by any person to deliberately damage this website is a violation of criminal and civil laws. AlmaLinux reserves the right to seek damages from any such person to the fullest extent permitted by law. You agree not to: use this website in any way that is unlawful, or harms AlmaLinux or any

customer of AlmaLinux, as determined by AlmaLinux, 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; post or transmit to this website 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.

Copyrights

AlmaLinux 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 of any part of this website or its content without prior written permission of AlmaLinux except when explicitly stated otherwise by a legal agreement, terms and conditions or license superseding these terms of service, as noted in these terms of service.

Unless stated otherwise by a a legal agreement, terms and conditions or license superseding these terms of service, 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.

Superseding licenses, agreements and terms of service

- <u>The source code</u> of this website is licensed under the terms and conditions of **MIT license**.
- <u>Text translations and localization content</u> of this website is licensed under the terms and conditions of **MIT license**.

Trademarks

The trademarks, logos and service marks ("Marks") displayed on this website are the property of AlmaLinux, Inc. or other third parties. You are not permitted to use these Marks without the prior written consent of AlmaLinux or the third party which owns the Mark.

Monitoring

AlmaLinux 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 AlmaLinux. AlmaLinux 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 AlmaLinux 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 AlmaLinux 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 AlmaLinux to make Content available to other companies, organizations or individuals with whom AlmaLinux has relationships for the provision of services, and to use such Content in connection with the provision of those services. You understand that AlmaLinux 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 AlmaLinux 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 AlmaLinux 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 AlmaLinux prior to publishing on the website.

Export Control

By using this website, 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. AlmaLinux 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 AlmaLinux is subject to economic sanctions laws ("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. 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 AlmaLinux 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 AlmaLinux 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 AlmaLinux, and (iii) shall promptly advise AlmaLinux of any activities which increases the risk of yours non-compliance with this Section or AlmaLinux' compliance with Economic Sanctions Laws. You agree to indemnify and hold AlmaLinux harmless from any loss, damages, liability or expenses incurred by AlmaLinux as a result of your failure to comply with any export regulations or restrictions or otherwise fail to comply with this Section.

Disclaimer; Limitation of Liability

THIS WEBSITE, INCLUDING ALL WEBSITE CONTENTS, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." ALMALINUX 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 ALMALINUX 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 ALMALINUX 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 ALMALINUX 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 ALMALINUX 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 ALMALINUX FOR USE OF THIS WEBSITE DURING THE IMMEDIATELY PRECEDING 6 MONTH PERIOD.

Privacy

See the AlmaLinux Privacy Policy located <u>here</u>. As stated in our Privacy Policy, we may transfer personal data to third-party companies that help us provide our service. Such third parties are located in, and the transfers are limited to, the United States or countries in the European Union and these third parties 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 AlmaLinux agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Florida. 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 AlmaLinux 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 constitutes the entire agreement between you and AlmaLinux with respect to this Website (including the website contents), and supersedes all prior agreements between you and AlmaLinux. 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 AlmaLinux 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.

Published 11 months, 3 weeks ago