TuxCare Terms of Use

Effective as of March 1, 2026. | 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 TuxCare, Inc., and its affiliated companies ("We" or "TuxCare"). 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. TuxCare 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 TuxCare. For any material changes to the Terms of Use, TuxCare 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:

"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 TuxCare, 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.

"TuxCare 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.

"TuxCare Network subscriber" means a Customer who registered with the TuxCare portal for the purpose of using TuxCare 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 TuxCare website.

"Subscription" means a purchase by prepayment for TuxCare 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.

TuxCare Network (CLN) is a website for purchasing and managing licenses, servers, and account preferences.

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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. TuxCare reserves the right to seek damages from any such person to the fullest extent permitted by law.

You agree not to not to: use this website and Services in any way that is unlawful, or harms TuxCare or any customer of TuxCare, as determined by TuxCare, 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 TuxCare Network subscriber, you must select a username and password, and you agree to provide TuxCare 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.

TuxCare 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 TuxCare of any unauthorized use of your account or any other breach of security. TuxCare 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 TuxCare for the amount of any such taxes or duties paid or incurred directly by TuxCare as a result of this transaction, and you agree that TuxCare may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

Billing, Payments and Refunds

If You are a TuxCare Network subscriber and have any type of TuxCare account, You agree to adhere to the rules outlined in the following Policies, which are an integral part of the Terms of Use.

TuxCare Billing terms
TuxCare Pricing and Payment Terms
TuxCare Cancellation and Termination Policy
TuxCare Refund Policy
TuxCare Chargeback Policy
Trial Licenses Usage Policy

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You agree to indemnify and hold TuxCare harmless from any loss, damages, liability, or expenses incurred by TuxCare as a result of your failure to comply with any export regulations or restrictions or otherwise fails to comply with this Section.

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Privacy

See the TuxCare 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 TuxCare 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 TuxCare 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 TuxCare, Inc. (“TuxCare”), with respect to this Website (including the website contents), and supersedes all prior agreements between you and TuxCare. 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 TuxCare 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.