

Main Terms of Service are as follows:

"IRCWX", "NET-BITS.NET", "we", or "us" means owner(s)/provider(s) of IRCWX SaaS. "IRCWX SaaS" is a set of services and applications that enables to create and run web based chat network.

Addendum For EU's GDPR:

You as network owner (or other owners or if owner is a company) that is using ircwx SaaS is solely responsible for EU's GDPR and any fines arising from it.

As basic guideline, you need privacy policy that is compliant with GDPR. You must review what user information you are storing. We as SaaS providers **store very basic information of user email, age, location**, information they have provided for standard ircwx user profile template and IP address they have connected from. This and any other information you are storing about users should be mentioned in privacy policy. Users have the right for their information to be deleted when they ask, **there is delete option available through the staff management panel**; it deletes all the information stored by the ircwx SaaS system. If your network is storing more information, make sure your policies and procedures are complaint with GDPR.

1) DISPUTE RESOLUTION VENUE is Dubai.

2) Service can be terminated with one-month notice in advance. This is for pay as you go payment plan.

3) Refund for pay as you go is not possible unless there are payments for more than 2 months in advance. But then refund will be for payments after the current month and plus month after that (deduction of two months from remaining prepaid amount).

4) Servers are hosted in USA, so anything deemed illegal under USA Law is illegal in our terms of service and service can be terminated without notice if found in violation.

5) INDEMNITY: You agree to indemnify, defend and hold harmless IRCWX SaaS service Owner(s), its directors, officers, employees, suppliers, licensors, agents, and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the IRCWX SaaS, your access or connection to the IRCWX SaaS, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with us or your use of the IRCWX SaaS. We reserve the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

6) DISCLAIMER OF WARRANTIES:

You expressly understand and agree that:

6.1) You assume total responsibility and risk for your use of the IRCWX SaaS. We do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness

for a particular purpose) with regard to the IRCWX SaaS, any merchandise, information or service provided through the IRCWX SaaS, and us shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. The IRCWX SaaS and any software made available on the IRCWX SaaS are provided on an "as is, as available" basis.

6.2) We make no warranty that (i) the IRCWX SaaS will meet your requirements or will always be accessible, (ii) the IRCWX SaaS will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code, (iii) the results that may be obtained from the use of the IRCWX SaaS will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the IRCWX SaaS will meet your expectations, and (v) any errors in the IRCWX SaaS will be corrected.

6.3) Any content downloaded, uploaded or otherwise obtained through the use of the IRCWX SaaS is done at your own discretion and risk. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the IRCWX SaaS.

7) LIMITATION OF LIABILITY: We do not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the IRCWX SaaS or other contents accessible from the IRCWX SaaS. In no event shall we/IRCWX be liable for any incidental, consequential, direct, indirect or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the IRCWX SaaS, delays, inaccuracies or errors in the information or in the transmission of the IRCWX SaaS, or any information or transactions provided on or over the IRCWX SaaS or downloaded or hyperlinked from the IRCWX SaaS, or performance of the contents on this IRCWX SaaS, even if we/IRCWX have/has been advised of the possibility of such damages.

If you are dissatisfied with any portion of the IRCWX SaaS, or with any of the Terms, your sole and exclusive remedy is to discontinue using the IRCWX SaaS.