ByteBlaze

Last Updated 2025.11.20

1. Introduction

These Terms of Use ("Terms") govern your access to and use of all websites, digital products, applications, hosting services, software solutions, and IT services provided by **ByteBlaze** ("ByteBlaze", "we", "our", "us").
By accessing or using our services, you agree to be bound by these Terms and our Privacy Policy.

If you do not agree with any part of these Terms, you may not use our services.

2. Definitions

- **Client / User**: Any individual or organization accessing or using ByteBlaze services.

- **Services**: All digital, IT, hosting, development, and consulting offerings provided by ByteBlaze.

- **Platform**: ByteBlaze's website, client portal, hosting accounts, dashboards, and software tools.

- **Content**: All text, graphics, code, data, and media displayed or provided through our services.

3. Eligibility

To use our services, you must:

- Be at least **18 years old**, or have legal authorization.

- Provide accurate and truthful information.

- Not be prohibited from receiving services under Sri Lankan law or applicable international laws.

4. Use of Services

You agree to use ByteBlaze services responsibly and lawfully. You may not:

- Attempt to breach, hack, or disrupt any systems, networks, or security controls.

- Upload or distribute malware, harmful objects, or unauthorized scripts.

- Engage in phishing, fraud, or illegal activities.

- Abuse hosting resources or violate hosting provider limits.

- Publish offensive, defamatory, or illegal content via our platforms.

- Use our emails, servers, or SMS gateways for unsolicited spam messaging.

- Reverse-engineer, duplicate, or resell our software without permission.

Violation of these rules may result in **immediate service suspension or termination**.

5. Account Responsibilities

You are responsible for:

- Keeping login credentials confidential.

- All activities performed under your account.

- Updating accurate contact and billing information.

- Not sharing access with unauthorized parties.

ByteBlaze is not liable for losses caused by compromised accounts due to weak passwords or negligence.

6. Payments & Billing

- All service fees must be settled **before activation** or as per invoice terms.

- Recurring services (hosting, domains, licenses, maintenance, IT management) require **timely renewal** to avoid suspension.

- Late payments may lead to service disruption and data loss.

- Re-activation fees may apply.

Prices are subject to change with prior notification.

7. Non-Refundable Services

Due to the digital, technical, and labor-based nature of our services, the following are strictly **non-refundable** once delivered, activated, or licensed:

- Managed IT Providers

- IT Consulting

- Cybersecurity Solutions

- Managed Cloud Services

- Website Development

- Social Media Management

- SEO Optimization

- Network & Infrastructure Management

- Software Development & Maintenance

- cPanel Hosting Plans

- Licenses (Dedicated IP, Software Licenses, Invoice System Licenses)

- cPanel Business Hosting

- E-Commerce Optimized Services

- Developer Support Plans

- Website Maintenance

- Business Email Hosting

- Business Registrations

- Domain Registration (All TLDs; once registered cannot be canceled)

Refunds are not provided for delays caused by client-side issues, missing content, access restrictions, or change of mind.

8. Intellectual Property

Unless otherwise stated:

- All source code, designs, frameworks, and backend structures created by ByteBlaze remain the **intellectual property of ByteBlaze**, unless explicitly transferred via agreement.

- Clients receive a license to use the final deliverables for their business purposes only.

- Unauthorized copying, redistribution, or resale is strictly prohibited.

- Open-source components used in projects remain governed by their respective licenses.

Client-provided materials (text, images, logos) remain the property of the client.

9. Service Delivery & Project Timelines

All timelines are estimates and depend on:

- Client providing required content on time

- Timely approvals and feedback

- Third-party tool reliability

- Uninterrupted access to hosting, domains, or admin panels

ByteBlaze is not responsible for delays caused by external factors or incomplete client inputs.

10. Third-Party Integrations

Our services may integrate with tools such as:

- Payment gateways (Stripe, PayPal, etc.)

- Cloud providers (AWS, Google Cloud, Azure)

- CMS platforms (WordPress, Shopify, WooCommerce)

- External APIs

ByteBlaze is not liable for:

- Failures or downtime of third-party platforms

- API restrictions or price changes

- Plugin/theme conflicts or malfunctions

11. Security & Data Protection

ByteBlaze implements industry-standard cybersecurity practices, but we **do not guarantee absolute protection** against breaches, as no system is fully secure.

Clients must:

- Use strong passwords

- Avoid sharing credentials

- Update systems regularly

- Not introduce malicious code

ByteBlaze is not responsible for breaches caused by client negligence or unauthorized third-party changes.

12. Backups & Data

Backups depend on the chosen hosting plan:

- Standard cPanel: Weekly backups

- Business/Reseller Hosting: Daily or weekly backups

- Custom backups must be purchased separately

ByteBlaze is not liable for:

- Data loss due to client errors

- Deletion of suspended accounts beyond the retention period

- Third-party hosting failures

We strongly recommend maintaining **local backups** of your website and data.

13. Suspension & Termination

ByteBlaze reserves the right to suspend or terminate services if:

- Payments are overdue

- Terms are violated

- Services are misused or used illegally

- Resource abuse affects server stability

- Fraudulent or malicious activity is detected

Suspended accounts may be permanently deleted after **30 days**, without recovery guarantee.

14. Limitation of Liability

To the fullest extent permitted by law:

- ByteBlaze is not liable for indirect, incidental, or consequential damages.

- We are not responsible for revenue loss, business disruption, or third-party platform failures.

- Maximum liability is limited to the service fee paid during the current billing period.

15. Amendments

ByteBlaze may update these Terms at any time. Changes will be communicated through our website or via email when applicable. Continued use of our services constitutes acceptance of updated Terms.

16. Governing Law

These Terms are governed by the laws of **Sri Lanka**.
Any disputes will be resolved in the courts of Sri Lanka.

17. Contact Information

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