

MODENACAM

Adult Webcam Software

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Terms of Service

ModenaCam Service Terms of Service

By using and/or purchasing ModenaCam services/package you read, understand and agree the following terms:

1. Hours of Operation

Our hours of operation are Monday-Friday 9AM-6PM GMT+1 excepting legal holidays. Telephone assistance is only available during business hours. While we answer support tickets during off hours certain types of requests such as billing, customer service, and advanced support are examples of issues that may require advanced services only available during business hours.

2. ModenaCam Hosted Emergency Support

We staff our system 24/7/365 but only answer general technical support questions during normal business hours. If you are a ModenaCam Hosted customer and your site is offline after hours at any time you can submit an emergency support request which will instantly page our after-hours techs. We also offer a 24 hour emergency telephone assistance if your site is offline to notify our staff if your site is offline. Use of this emergency line if your site is online or for non-hosting issues may incur a fee.

3. Telephone Assistance

Not all ModenaCam software or services include phone support. Please be sure to check your purchase description to see if phone support is included.

4. Ticket Responses and Support

We guarantee one ticket reply within one business day.

You can always view your existing tickets to see the progress of your request or what department your ticket has been assigned to. After a ticket has existed for 48 hours, you may use the management escalation feature to tag your ticket for management review if the issue is not being resolved properly. Billing, customer service, and special requests will only be answered during normal business hours.

ModenaCam cannot support modifications to the software. If a modification you have installed is causing issue, our only solution will be to revert back to unmodified files.

In some circumstances server-level issues will impact our software's ability to execute properly. ModenaCam cannot make adjustments to your server hosting environment to bring it within the normal environment most hosting providers use.

Our staff will often need access to your community admin area or server file system to diagnose a support issue. If you cannot or will not provide such access: support will be limited or unavailable.

5. Disclaimers and Limitation of Liability

You understand and agree that this Site is provided "AS-IS" and that we assume no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to ModenaCam. Nor do we assume any liability for the failure to store or maintain any user communications or personal settings.

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Some jurisdictions do not allow the disclaimer, exclusion or limitation of incidental or consequential damages, so the foregoing disclaimer, exclusion and limitation may not apply to you, and you may have other legal rights that vary according to jurisdiction. In no event will damages provided by law (if any) apply unless they are required to apply by statute, notwithstanding their exclusion by contract.

The section titles and other headings in these Terms are for convenience only and have no legal or contractual effect. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such

right or provision. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions.

6. Content on ModenaCam

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ModenaCam provides you and other users with an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Forum or others ("Post" or "Postings"). Postings do not reflect our views; and we have no obligation to monitor, edit, or review any Postings on the Forum. We assume no responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on this Site or the Forum. You are strictly prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

Without limiting the foregoing, the following behaviors are strictly prohibited:

- * Strong, vulgar, obscene or otherwise harmful language
- * Racially, ethnically or otherwise, objectionable language
- * Harassing, intimidating, stalking or threatening other community members
- * Libelous, defamatory or otherwise tortuous language
- * Online vandalism
- * Impersonation of another person or persons
- * Posting, distributing, transmitting or promoting illegal content
- * Invasion of another's privacy
- * Actions that are hurtful or harmful to minors
- * Posting, providing, transmitting or otherwise making available any materials or information infringing on the rights of a third party
- * Posting, providing, transmitting or otherwise making available any junk mail or spam
- * Posting, uploading, emailing or otherwise transmitting any material that contains any malicious computer code, or reverse engineering or hacking any materials on this Site.

We will cooperate with any law enforcement authorities or court order requesting or directing ModenaCam to disclose the identity of anyone posting any such information or materials.

7. ModenaCam Liability

In no event shall ModenaCam (or its employees) be held liable for any direct, indirect, consequential, special and exemplary damages, or any damages whatsoever, stemming from the use or performance of any information, products and services provided through this web site, even if this web site has been advised of the possibility of such damages. Although ModenaCam does its best to maintain the information, products and services it offers on the Website, it cannot be held responsible for any mistakes, faults, lost profits or other consequential damages arising from the use of ModenaCam products.

8. Download Period and Upgrades

With your purchase of your product you receive 1 year of free download and upgrade service. When downloading your product for the first time, be sure to save the download in a safe place. If you need a download and your 1 year of free download service has expired you'll need to purchase the download/upgrade service. If your download period has expired, we cannot send you a download of your original purchase.

9. License types

Owned License

The owned license involves a single, outright purchase. This entitles you to the following:

- * One installation of the software, under one domain name.
- * Access to the majority of the server-side product source code (with the exception of license related code), allowing you to customize and extend the software.
- * Lifetime technical support.
- * Lifetime of access to upgrades (future releases of the software).
- * The license to use the software is yours forever, with no renewal obligation.

Leased license

Our licenses can be leased monthly or yearly (the latter at a discount). A leased license entitles you to the following:

- * One installation of the software, under one domain name.
- * Technical support for as long as your lease is active.
- * Access to upgrades (future releases of the software) for as long as your lease is active.
- * The license for your installation is only yours for as long as your lease is active.

10. Refunds

ModenaCam is a software product, no warranties are applied and no refunds are offered.

11. Software Delivery

You will receive the zip archive containing all the files or the service activation within 48 hours from your order, depending on the package you ordered.

PHP, MySQL and HTML coding is Open source, but the flash components are compiled and reverse engineering is prohibited.

12. Web Hosting / FMS Hosting

We offer no uptime, speed or data safety guarantees. We cannot be held liable for any damage a downtime or data loss has caused to your company.

13. Software Support

We guarantee at least one reply within 1 business day.

Attacking, threatening or acting in an inappropriate manner towards ModenaCam staff will result in immediate license and service cancellation without notice or refunds.

14. ABUSE

You may not engage in illegal, abusive, or irresponsible behavior. ModenaCam reserves the right to terminate service of any customer without refund for such behavior including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to ModenaCam and its customers) without express authorization of the owner of the system or network.
- Monitoring data or traffic on any network or system without the authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or
- Any conduct that is likely to result in retaliation against the ModenaCam's network.
- Use of ModenaCam's network in a way that unreasonably interferes with ModenaCam's other customers use of the network.
- Attack, make threats or act in an inappropriate manner towards ModenaCam staff.
- Sending out of spam, storing illegal content or any kind of illegal activities conducted on our servers.