

TERMS OF SERVICE

Effective Date: April 4, 2026

Welcome to **Unicorn P**. These Terms of Service ("Terms") govern your access to and use of the website <https://up.sanousy.dev/> and the application server engine (collectively, the "Service").

The Provider: Currently, the Service is owned and operated by **Sanousy Howari** ("The Provider"), an independent software developer.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Service.

1. ACCEPTANCE OF TERMS

By creating an account, making a purchase, or activating a server instance, you confirm that you are at least 18 years old and legally capable of entering into this binding agreement.

2. NATURE OF SERVICE

- **Standardized Product:** The Service consists of a standardized, self-hosted software engine. The Provider does not provide bespoke development or managed hosting under this agreement.
- **Account Responsibility:** You are responsible for safeguarding your license keys. All activities occurring under your license are your sole responsibility.

3. INTELLECTUAL PROPERTY

The Service, including its source code, binary files, and metadata architecture, are the exclusive property of the Provider. You are granted a non-exclusive, non-transferable license. You may not reverse-engineer, decompile, or attempt to extract the source code of the engine.

4. SELF-HOSTED INFRASTRUCTURE & BACKUP MANDATE

- **User Responsibility:** You acknowledge that the Service is installed on your own hardware. You are solely responsible for server security and maintenance.
- **Backup Strategy:** You are strictly required to maintain a professional backup strategy. The Provider has no access to your data and cannot recover data lost due to hardware failure or cyber-attacks.

5. SUBSCRIPTIONS & PAYMENTS

- **Trial:** We offer a 14-day full-access trial.
- **Billing:** After the trial, the monthly subscription (approx. \$28 USD) is processed automatically via our Merchant of Record.
- **Payment Required:** Failure to maintain a subscription results in a **402 Payment Required** status for administrative APIs.

6. FORCE MAJEURE (CATASTROPHES & WARS)

The Provider shall not be liable for any failure of the Service resulting from "Acts of God" or extreme events beyond our control, including but not limited to: wars, regional conflicts, natural disasters, power grid collapses, solar flares, electromagnetic pulses (EMP), or total failure of global internet routing.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall the Provider be liable for any indirect, incidental, or consequential damages, including loss of profits or business data. Total cumulative liability shall not exceed the total amount of subscription fees paid by you in the three (3) months immediately preceding the claim.

8. Custom Programming & Third-Party Development Responsibility

- **Programmability:**The Service allows Users to program various screens, APIs, and business logic directly or by hiring external developers.
- **Full User Liability:** Any issues, including but not limited to software bugs, security vulnerabilities, system crashes, data loss, or accounting discrepancies arising from such custom-developed components, are the sole and exclusive responsibility of the User.
- **Provider Indemnification:** The Provider (Sanousy Howari) shall not be held legally or technically liable for the quality, security, or accuracy of any code authored within the engine's environment by the User or third parties. The Provider is not obligated to debug or repair issues caused by user-generated development

9. DISCLAIMER OF WARRANTIES

The service is provided on an "AS IS" and "AS AVAILABLE" basis. The Provider disclaims all warranties regarding the fitness of the software for any specific accounting or business purpose.

10. GOVERNING LAW

These Terms shall be governed by the laws of the **Hashemite Kingdom of Jordan**. Any disputes shall be settled in the competent courts of Amman.

11. ASSIGNMENT & DELEGATION (COMPANY FORMATION)

The Provider reserves the right to assign, delegate, or transfer all rights and obligations under these Terms to a legal entity (Company) at any time without prior notice. In such an event, these Terms remain fully valid and enforceable by the new entity.

12. CHANGES TO TERMS

The Provider reserves the right to modify these Terms at any time. **All future changes apply to existing users.** Continued use of the Service after changes are posted constitutes your acceptance of the updated Terms.

13. CONTACT

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