AraCloud Terms of Service Addendum

This AraCloud Terms of Service Addendum ("Addendum") outlines the specific terms and conditions applicable to AraCloud services, a division of ServerMania Inc. AraCloud operates as a scalable cloud computing platform, distinct from ServerMania's traditional hosting services, with unique billing, cancellation, and support policies. This Addendum supplements the ServerMania Inc. Terms of Service ("ServerMania TOS"), and in cases of conflict, the provisions in this Addendum shall take precedence for AraCloud services.

Billing and Payment

Billing Mechanisms and Fees

- AraCloud operates on a usage-based billing model that offers clients the flexibility to choose between prepaid and postpaid payment options, depending on eligibility and preference.

Prepaid (Default for New Clients)

- Clients deposit funds into their account before using services.
- Charges are automatically deducted from the balance based on actual usage, including compute time, storage, network transfer, and other services.
- A minimum deposit of $10 is required to begin using services.
- Optional auto-refill functionality can be enabled to maintain uninterrupted service.
- Clients receive a 24-hour grace period when the prepaid balance is depleted before services are paused.
- Temporary credit limits may be requested for high-usage needs.

Postpaid (For Verified Clients)

- Available after three months of consistent usage and on-time payments.
- Requires business verification.
- Clients are assigned an initial credit limit (e.g., $500), which may increase with a positive payment history.
- Invoices are issued monthly, with payment due within 7–14 days of issuance.
- Late payments are subject to a 2% penalty per week after the due date.

General Notes

- Clients can access invoices and billing history via the client dashboard.
- Additional charges for overages will be clearly itemized on monthly invoices and communicated through:
  - Email notifications.
  - Alerts within the client dashboard.

- Clients with high resource usage may increase their credit limit by placing a refundable security deposit.
- AraCloud may send notifications for low balances, payment failures, or pending service suspensions.

Refunds and Credits

Non-Refundable Payments

- All payments made to AraCloud are non-refundable, including but not limited to setup fees, monthly service fees, prepaid deposits, and overage charges.
- Refunds will **not** be issued for unused resources, early termination, or voluntary account closure, except as outlined below.

Service Credits for SLA Violations

- Clients may be eligible for service credits if AraCloud fails to meet uptime guarantees as specified in the SLA.
- Credits are calculated as 5% of the monthly service fee for each qualifying downtime incident.
- Credits are applied to future invoices and cannot be redeemed for cash. They do not expire.

Exceptions

- No refunds or credits will be granted in cases where the client violates the Acceptable Use Policy (AUP) or any other provisions of this agreement.

Cancellation and Account Deactivation

Step-by-Step Process for Canceling an Account

1. **Request Initiation**
   - Clients can request cancellation through a support ticket or email to AraCloud's support team.
   - Alternatively, clients may delete their account directly from their profile within the platform.
2. **Verification and System Checks**
   - All outstanding account balances must be settled, ensuring no dues remain.
   - The client must ensure there are no active services tied to the account being canceled.
3. **Processing and Finalization**
   - Once the above requirements are met, the support team will process the request.
   - Upon completion, the account will be marked as canceled, and all data associated with the account will be permanently deleted.

Automatic Renewal

- In the event that the client does not provide notice of cancellation in accordance with the foregoing section, the term of the Agreement shall automatically renew for a renewal term equivalent in length to the term specified in the original Agreement between the client and AraCloud.

Data Retention Policy

- Data associated with a client account will be permanently deleted immediately upon completion of the cancellation process, unless retention is required by law or under specific contractual terms. Audit logs of deletion events will be maintained for compliance purposes.

Notifications During Cancellation

- Clients will receive the following notifications:
  - Acknowledgment of the cancellation request.
  - Confirmation once the cancellation or deactivation is finalized.

Fees or Penalties

- No standard fees or penalties are associated with account deactivation.
- For clients with custom or private cloud solutions, additional fees may apply as per the terms outlined in their specific contract or service agreement.

Data Handling and Retention

Backup and Recovery Options

- Clients have access to backup tools, enabling them to create full system snapshots or back up their containers directly through the AraCloud platform.

Data Deletion Process

- Data is permanently deleted from the system upon account termination.
- All deletion actions, whether initiated by the client or system, are logged for auditing purposes to ensure accountability and transparency.

Handling of Snapshots and Backups

- Upon termination of an account, all associated services, including snapshots and backups, are permanently removed from the platform.

Audit Trail

● A comprehensive log of deletion activities is maintained, capturing user-initiated and system-driven actions for compliance and record-keeping purposes.

Technical Limitations and Overages

Resource Limits

● Resource limits are determined based on the client's service plan, including bandwidth, CPU, and storage ratios (e.g., CPU:RAM).
● Note: Specific ratios and limits may be revisited in future revisions of this clause.

Overages

● Clients will be notified of overages through:
  ○ Email notifications.
  ○ Warning alerts in the client dashboard.
  ○ Inclusion in monthly invoices.

Performance Limitations

● A single container is limited to 10Gbps network throughput.

Security and Compliance

Security Measures

● The cloud infrastructure is secured through:
  ○ Internal network segmentation.
  ○ Data replication to ensure redundancy and reliability.

Compliance Certifications

● AraCloud's infrastructure complies with industry standards, including SOC 1, SOC 2, SOC 2-HIPAA, PCI DSS, ISO 27001, and HITRUST. Security measures include internal network segmentation, data replication, and real-time monitoring. Clients will be promptly notified in the event of a security breach that may impact their data integrity.

Support Boundaries

● **Response Times**: Standard support inquiries may receive a response within **24 hours**. AraCloud support operates on a tiered service model, meaning that urgent requests may not receive immediate attention unless an upgraded support plan has been purchased.
● **Tiered Support Structure**: Clients may choose from multiple support tiers, including:

- ○ **Basic Support (Included)**: Standard response times with general troubleshooting and account inquiries.
  - ○ **Priority Support (Paid Upgrade)**: Faster response times, typically within 6–12 hours, with more in-depth issue resolution.
  - ○ **Enterprise Support (Premium Tier)**: Dedicated support with priority queueing and response times as fast as 1 hour, including advanced troubleshooting and consultations.
- **Scope of Support**: AraCloud support covers platform functionality, service disruptions, and billing inquiries. It does not include third-party software troubleshooting, client-side configurations, or custom deployment issues unless otherwise specified in a service agreement.
- **Scheduled Maintenance**: Clients will receive at least 48 hours' notice for planned maintenance that may impact service availability.

System Functions

Upgrades and Patches

- AraCloud's internal team releases upgrades and patches on a weekly basis.
- These updates are implemented without causing downtime to clients.
- Release notes detailing the updates will be made available to clients through their platform dashboard.

Automated Tools and APIs

- Clients have access to APIs through the AraCloud portal, supported by extensive documentation available on the website.
- These APIs facilitate resource provisioning, scaling, and migration, ensuring clients can manage their services efficiently.

Provisioning, Scaling, and Migration

- All provisioning, scaling, and migration processes are handled via the AraCloud API, providing seamless resource management for clients.

Client Onboarding and Account Management

Required Information During Account Setup

Clients must provide the following information during account setup to enable service activation:

1. **Personal or Business Information**:
   - ○ Full name or business name.
   - ○ Contact details, including email address and phone number.
   - ○ Billing address (for tax and invoicing purposes).

2. **Payment Details**:
    ○ Valid credit card information.
    ○ Authorization for recurring payments if applicable.

Eligibility Criteria

The AraCloud platform is available to individuals and businesses that meet the following criteria:

● Must be at least 18 years old or the age of majority in their jurisdiction.
● Must have the legal capacity to enter into binding contracts.
● Businesses must be duly registered and authorized to operate in their jurisdiction.

Account and Resource Transfers

Clients may transfer their accounts or individual resources (e.g., virtual machines, storage volumes) to other users, provided the following conditions are met:

● The receiving party meets all eligibility criteria outlined in these Terms of Service.
● The transfer does not violate any applicable laws, regulations, or contractual agreements with AraCloud.
● All outstanding invoices or fees associated with the account or resources are fully paid before the transfer.

Termination by ServerMania

ServerMania may terminate client accounts under the following circumstances:

1. **Violations of the Acceptable Use Policy (AUP)**:
    ○ Engaging in activities prohibited by the AUP, including hosting illegal content, conducting malicious activities (e.g., DDoS attacks), or misusing platform resources.
    ○ Repeated warnings for minor violations without corrective action.
2. **Non-Payment or Outstanding Balances**:
    ○ Failure to settle invoices within 7 days of the due date, despite reminders.
    ○ Disputed charges that remain unresolved within a reasonable timeframe.
3. **Fraudulent or Misleading Activities**:
    ○ Providing false or misleading information during account registration or in subsequent communications.
    ○ Involvement in activities that compromise the security or integrity of the platform.
4. **Security or Compliance Risks**:
    ○ Accounts that pose a security risk to the platform or violate legal or regulatory requirements.
    ○ Suspected use of the platform for illegal activities, such as money laundering or terrorism financing.
5. **Abuse of Services**:

- ○ Excessive resource consumption or misuse of features that impact the platform's performance for other clients.
- ○ Attempts to bypass rate limits, quotas, or other technical restrictions.
6. **Repeated Breaches of Terms**:
   - ○ Failure to adhere to these Terms of Service or other applicable policies after receiving prior warnings.

Notice Period

- ● The notice period varies based on the reason for termination:
  - ○ For abuse-related issues (e.g., spam), clients may be given 3 days to resolve the violation and prevent termination.
  - ○ In critical or high-risk scenarios (e.g., DDoS attack detection), immediate suspension or termination may occur without prior notice.

Immediate Suspension Actions

1. **Circumstances for Immediate Suspension**:
   - ○ Detection of a Distributed Denial of Service (DDoS) attack originating from or targeting the client's resources.
   - ○ Activities posing an immediate threat to the platform's security or stability (e.g., malware distribution, hacking attempts).
   - ○ Use of the platform for illegal purposes or violation of critical policies.
2. **Actions Taken**:
   - ○ **Isolation of Affected Resources**: Compromised resources may be removed from the network to contain the threat and protect other clients.
   - ○ **Access Restrictions**: Temporary access restrictions may be applied while the issue is investigated.
   - ○ **Incident Investigation**: AraCloud's security team will analyze the incident and determine corrective actions.
   - ○ **Communication with the Client**: Notifications with details of the suspension and required resolution steps will be provided promptly.
3. **Restoration of Services**:
   - ○ Services will be restored once:
     - ■ The client confirms the issue is resolved (e.g., malware removal, credential updates).
     - ■ AraCloud verifies that the threat is neutralized and the client's resources are secure.
   - ○ Clients may be required to submit a written acknowledgment of compliance with AraCloud's policies.
4. **Permanent Termination Following Suspension**:
   - ○ If the issue cannot be resolved or repeated violations occur, AraCloud reserves the right to permanently terminate the client's account.
   - ○ Clients may incur fees for administrative or technical efforts required during the suspension process.