

****Special Conditions for Cloud Instance Offers****

****UNIXCS****

****16/11/2024****

****Purpose****

These Special Conditions (hereinafter "SC") supplement the General Terms of Sale (GTS) of UNIXCS and govern the specific terms related to the cloud instance services offered by the Company.

****Acceptance of the SC****

Subscribing to a cloud instance offer implies the unconditional acceptance of these SC by the Client, in addition to the GTS.

****Acceptable Use of Cloud Instance Services****

The Client agrees to use the cloud instance services legally and in compliance with these SC, the GTS, and applicable laws.

3.2. Any use of cloud instance services for unlawful purposes, including but not limited to creating, distributing, or facilitating denial-of-service (DDoS) attacks, unauthorized cryptocurrency mining, and hosting illegal content, is strictly prohibited.

****Suspension of Services****

The Company reserves the right to immediately suspend cloud instance services without notice in the following cases:

- An excessive number of DDoS attacks received, compromising service stability.
- Suspicion of using cloud instance services to initiate DDoS attacks.
- Suspicion of using cloud instance services for cryptocurrency mining.
- Suspicion of using cloud instance services to host illegal content or any activity contrary to applicable laws and regulations.
- Any other Client activity that may harm the stability or security of the services provided by the Company.

4.2. In the event of suspension of cloud instance services for the reasons mentioned above, the Company will inform the Client of the suspension and the corresponding reasons as soon as possible.

****Loss of Refund Eligibility****

In the event of suspension of cloud instance services for the reasons mentioned in Article 4.1, the Client will lose any right to a refund for the remaining period of the subscribed service.

5.2. The Company shall not be liable for indirect losses or damages resulting from the suspension of cloud instance services for the aforementioned reasons.

****Client Responsibility****

The Client is solely responsible for the data and activities on their cloud instance server and agrees to take all necessary measures to protect their server from misuse.

The Client agrees to immediately inform the Company of any suspicious or unauthorized use of their cloud instance server.

Excessive consumption of server resources may result in additional charges, calculated on a flat-rate basis using the 95th percentile.

Pursuant to Article 6.3, the consumption limit is set at an average of 20 Mbps over the rental period.

In accordance with Articles 6.3 and 6.4, a flat-rate penalty of €1 per Mbps exceeding the limit will be applied over the rental period.

****Modifications to the SC****

The Company reserves the right to modify these SC at any time. The modifications will be published on the Company's website and, where applicable, notified to Clients by email.

Continued use of the cloud instance services after modification constitutes acceptance of the new SC.

****Contact****

For any questions regarding these SC, you can contact us at the following address:
contact@unixcs.com