

## **NGCloud Terms and Conditions**

Effective Date: The date on which the Customer's NGCloud Services begin.

These Terms and Conditions ("Terms") govern the use of NGCloud services ("Services") provided by [Your Company Name] ("Provider") to the customer ("Customer"). By using NGCloud, the Customer agrees to these Terms.

### **1. Term of Service**

The Service shall remain in effect until canceled by either the Customer or the Provider in accordance with these Terms.

### **2. Scope of Service**

- The Provider offers access to NGCloud server resources through the NGCloud portal.
- The Customer is solely responsible for provisioning, configuring, and managing their own server resources.
- The Provider is not responsible for backup, storage, or retention of Customer data.

### **3. Data Responsibility**

- The Provider does not back up any Customer environment or data.
- The Customer is solely responsible for all aspects of data retention, security, and protection.
- The Customer assumes all risks associated with the use of the Services, including but not limited to risks not expressly defined in these Terms.

### **4. Payment Terms**

- Services are provided on a monthly subscription basis under an automatic payment agreement.
- The Customer must maintain valid auto-payment methods at all times.
- If the Customer fails to make payment, Services will be suspended and terminated after 20 business days in arrears.
- The Customer is fully responsible for ensuring timely payments and maintaining accurate billing information.

### **5. Limitation of Liability**

- The Provider shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to data loss, downtime, or business interruption, arising from or related to the use of the Services.
- The Services are provided "as is" and "as available," without warranties of any kind, whether express or implied.

## **6. Termination**

- Either party may terminate the Service at any time.
- Upon termination, all Customer data and server resources will be permanently deleted and cannot be recovered.

## **7. Gender**

Words in the singular include the plural and vice versa. Words in the masculine include the feminine and vice versa.

## **8. Severability**

If any provision of this Agreement is found invalid or unenforceable in whole or in part, all other provisions will continue in full force and effect, with the invalid or unenforceable portion severed.

## **9. Waiver**

The waiver by either Party of a breach, default, delay, or omission of any provision shall not be construed as a waiver of any subsequent breach of the same or other provisions.

## **10. General Liability Release of Claims**

The Customer hereby releases and forever discharges the Provider, its agents, employees, successors, assigns, affiliates, and related parties from any and all claims, demands, damages, actions, or suits of any kind related to injuries, property damage, business losses, or any other harm arising from the use of the Services, whether known or unknown, present or future.

## **11. Logging a Service Call**

A "service call" is defined as the Customer's request for service. To log a service call, the Customer must:

- Call the Provider's support center (number at <http://www.netgreene.com>)
- Create a service ticket within the Provider's customer portal
- Email service details to [support@netgreene.com](mailto:support@netgreene.com)

Service calls made outside of these methods are not governed by the service level agreement(s).

## **12. Attorney's Fees**

In the event of a dispute, whether resolved in litigation or otherwise, the non-prevailing party shall pay the attorney's fees and legal costs of the prevailing party. Fees include hourly, fixed, contingency, or mixed fee agreements actually paid or payable to the prevailing party's attorney(s).

## **13. Equipment**

- If the Provider or its agents provide Equipment for the Customer's use, ownership remains with the Provider.

- Equipment may only be used in conjunction with the Services and must be returned in good condition (normal wear and tear accepted) upon termination.
- The Customer is responsible for loss, theft, or damage to the Equipment while in their possession and may be liable for repair or replacement costs as determined by the Provider.

#### **14. Governing Law**

This Agreement, its performance, and any related disputes shall be governed exclusively by the laws of the State of Tennessee, without regard to conflict of laws.

#### **15. Time is of the Essence**

Time is of the essence in this Agreement. No extension or variation shall operate as a waiver of this requirement.

#### **16. Assignment**

The Provider will not assign or transfer its obligations under this Agreement without prior written consent from the Customer.

#### **17. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior representations, warranties, collateral agreements, or conditions not expressly stated herein.

#### **18. Titles/Headings**

Headings are included for convenience only and shall not affect interpretation of this Agreement.

#### **19. Licenses and Compliance**

- The Customer is wholly responsible for securing and maintaining valid licenses for any software used within the Provider's environment.
- The Provider reserves the right to audit Customer license compliance at any time.
- The Provider shall not be liable for reporting illegal software usage and reserves the right to notify relevant authorities as required by law.
- If noncompliant software or any other unauthorized use of the Provider's environment is discovered, the Provider reserves the right to suspend or terminate Services to the Customer immediately.

Prohibited Services include:

1. Pornography of any type
2. File sharing or P2P services
3. Hacking or penetration attempts
4. Hosting or distributing malware, ransomware, or phishing kits
5. Illegal content distribution
6. Child sexual abuse material (CSAM)
7. Cryptocurrency mining

8. Denial-of-Service (DoS/DDoS) attacks or network flood attempts
9. Spamming services (email, SMS, or robocalls) at large scale
10. Running botnets or command-and-control servers
11. Open proxies, open relays, or TOR exit nodes
12. Unlicensed gambling platforms
13. Financial or healthcare services
14. Storing or transmitting sensitive data (PII, medical data, financial info) without required compliance certifications
15. Export-controlled or sanctioned-country services in violation of international trade sanctions
16. Activities that destabilize shared infrastructure (e.g., stress-testing tools run at scale without approval)
17. Improper use of free tiers, including mass account creation to bypass quotas

The Provider reserves the right to expand this list and ban any use of its Services deemed a risk, at its sole discretion, without notice or cause.

If the Customer is found to be in violation of this section or any part of this Agreement, the Provider reserves the right to suspend or terminate Services to the Customer immediately.

## **20. Force Majeure**

The Provider shall not be liable or deemed in default for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic, pandemic, strikes, labor disputes, acts of civil or military authority, war, terrorism, government restrictions, power or telecommunications outages, failures of third-party hosting or network providers, or other circumstances beyond the Provider's reasonable control.

In such cases, the Provider's obligations shall be suspended for the duration of the delay, and the Provider will use commercially reasonable efforts to resume performance as soon as possible.

By using NGCloud, the Customer acknowledges and agrees to these Terms and Conditions.