CloudExis Terms of Service

It is important that you read these terms carefully before you use our website or attempt to purchase/use any services we offer. By accessing our website, or using any of our services, you are agreeing to the terms set forth by this document.

These terms (otherwise known as the "terms", or the "TOS") apply to your use of CloudExis.net (the "website") and any purchase made on CloudExis.net (the "shop") or use by you of any of the software, products, or services we provide (Otherwise known collectively as "the Services").

The website is operated by CloudExis LLC, a Morrison Holdings LLC Company.

CloudExis reserves the right to modify these terms at any time, with or without notice. Changes made to the document are immediately in effect and shall apply to you by continued use of our website and/or services.

Other terms that apply to you

Privacy Policy

CloudExis processes information in accordance with the official CloudExis Privacy Policy. By using our website and/or services, you agree that CloudExis can use such data within the confines set forward by the privacy policy. You warrant that all the information that you provide is true, correct, and accurate at the time of issuing. CloudExis uses 3rd party softwares that may process additional data.

For the purposes of complying of the General Data Protection Regulation ("GDRP"), CloudExis shall provide all its users with tools for them to fulfill their requirements under the GDPR and address any requests made by our customers.

Emergency Machine Service

CloudExis reserves the right to announce maintenance with as little as 12 hours of notice. Commonly, CloudExis engineers will give 24 hours of notice, but if an issue is causing issues for a majority of clients, 12 hours is all that is needed. No notice will be given if the issues are affecting all customers on a particular machine to the extent that services hosted on the machine become unstable or will be unable to function. Service will be announced via Discord. Emails may be sent to customers who will be affected, but it is not required. During the course of a maintenance, customers will be updated every hour. Support may be unavailable during large system maintenance periods to reduce the number of spam reports, and to allow the support team access to tickets/requests that are of higher importance.

Service Grace Period

CloudExis reserves the right to remove client data from its machines as soon as 14 days after the end of a billing period for a service has passed. Clients have said time to retrieve their files via the support chat. CloudExis cannot guarantee that any customer data will be saved or otherwise be available after the 14 days. CloudExis is not responsible for any data that is lost or unrecoverable due to an unpaid invoice or cancellation.

Policy Updates

CloudExis reserves the right to update any terms or policies with 24 hour notice. The updated terms become valid 24 hours after clients are initially notified.

Management members of CloudExis LLC can create temporary terms of service that immediately go into effect. Clients must be notified of these new temporary terms within one hour to become effective. For a temporary term to be added to the list, it must be approved by 3 members of the CloudExis Operations Department.

Accessing our websites

CloudExis does not provide any guarantee that the website, or any content contained within it, will always be available. Access to the website and its contents is permitted by CloudExis webmasters/staff on a temporary basis.

Accounts and Passwords

CloudExis reserves the right to suspend a user's account if staff believe the account is acting in bad faith, or is no longer in compliance with the terms set forward by this document.

CloudExis reserves the right to disable or change any user's identification code or password, regardless of its origins, at any time, if in CloudExis's reasonable opinion, you have failed to comply with the terms set forward by this document.

If you suspect that anyone other than you has access to your account, please contact security staff by emailing them at Security@CloudExis.net. We also suggest that you update any passwords that may be considered weak by the system's password strength checking algorithm.

Account Termination

CloudExis reserves the right to discontinue a user's services for any reason, as long as the client is notified 30 minutes in advance. CloudExis is not allowed to discontinue a service that is currently active, and must instead wait until said service reaches the end of its billing period. This is unless the account has been found to be abusing their machine, or CloudExis

Infrastructure. Doing any actions on a machine that can cause issues for other clients may result in the service being immediately terminated.

A user that threatens to create a complaint with a governing body due to account termination is not allowed to continue using CloudExis LLC until they are cleared to do so by a member of CloudExis LLC's Operations staff team.

If a user requests for their information to be removed from the site, this will be taken as a request to delete their account. Their services will immediately be terminated, and their profile will be removed from the billing panel. Users may create a new account at a later time when their accounts are deleted using this method.

Service Termination

CloudExis reserves the right to suspend or terminate any services within 30 minutes of notifying the client. CloudExis must provide a reason for the termination/suspension when notifying the customer. Discord DMs are viewed as an acceptable means of notification. Services may only be suspended for a maximum of 48 hours, after which time, they must be reactivated by CloudExis staff, or the service must be terminated. Clients may appeal a service termination within 24 hours for any reason, by contacting appeals@cloudexis.net. CloudExis can suspend or terminate services for any reason, providing the reason is provided.

Payment agreements

Payments & Renewals

Payments made to CloudExis for services are accepted via PayPal and Stripe, as well as other means selected at CloudExis's sole discretion. Payment for services is automatically renewed every month until cancelled by the user. If payment is not received in 3 days, CloudExis reserves the right to block a user's access to all services until the due amount is paid.

CloudExis will only accept checks, personal or cashiers checks, if the amount for the service is over $150.00 USD. A fee of $75 will apply to bounced checks. Checks must be made out to CloudExis LLC, and be sent via UPS, FedEx, or USPS to the official mailing address.

Payment for services is required before the user gains access to said services. Services will not be provisioned, and in the event the user does not have an account, an account will not be made until the first payment is confirmed by Stripe or PayPal.

In the event that a CloudExis user issues a chargeback or dispute regarding a payment made for services, CloudExis reserves the right to suspend access to the user's services until the disputed amount, with additional fees set forward in the Fees & Charges document,

is paid back in full. CloudExis reserves the right to terminate a user's account and future access to services.

Late charges and other fees

In the event that an invoice is not paid by the due date set by the CloudExis billing system, a late fee of $1 (one dollar) shall be added every day until the service is suspended. This fee can not be removed from the invoice, and must be paid for the service to be continued.

CloudExis will charge a $100 one time fee to any customer who abuses their CloudExis service. Abuse is considered as damage that will negatively affect the value of the machine. This can include overclocking, mining, email abuse, etc.

Delivery of Services, Refunds Policy, and Cancellations.

CloudExis's automatic systems will trigger account/service creation as soon as a payment is confirmed by PayPal or Stripe. In the event a user does not properly receive their credentials to the service they paid for, they may contact support to retrieve their credentials. CloudExis does not allow refunds of any kind for any reason, unless at the sole discretion of CloudExis's Chief Management team. All refunds will be done in the form of credits, applied to the user's billing account. Said credits can be used on any item located on the shop's site. These credits can not be exchanged for currency unless where required by law.

A CloudExis user may cancel their service at any time for any reason. The eligibility of a credit refund is at the sole discretion of the CloudExis staff team. Additionally, the CloudExis Management team reserves the right to cancel any services, or access to said services, at any time. If this suspension is due to breach of these terms, a credit refund will not be available.

CloudExis LLC does not refund any fees taken by the payment processor the client chooses. If the client pays via PayPal, and wishes to receive a refund, the refund will be processed, minus any fees taken by PayPal. The same goes for any other payment processor used by CloudExis, including, but not limited to: PayPal, Stripe, and Coinbase

Reselling

CloudExis does allow customers to purchase reseller licenses, in the form of monthly renewable Reseller packages. Your reseller account has limited resources, and attempting to bypass restrictions set by the package you purchased will result in your account being suspended.

CloudExis is not responsible for providing support to your customers, nor is CloudExis responsible for administrating your business.

Businesses may not resell CloudExis services using a service marked as "Unlimited" or "Unmetered", unless it is specifically designated for reseller usage.

Resellers businesses must uphold all use terms found within this document.

Fair use & Prohibited use

CloudExis does not allow customers to host any illegal materials, or use their services as a way to carry out illegal actions. This does include the use of VPS machines to DDoS, the use of web hosting to host malware, and the use of CDN plans to infect other sites or machines.

Clients are not allowed to DDoS their own services, as this will cause outages for other clients. Clients who are found to DDoS their own services can be terminated immediately, at the degression of CloudExis management

Clients are not to host anything that is considered as confidential under HIPPA on any CloudExis machine. CloudExis, and all of our machines are not certified by HIPPA.

The client agrees to use the resources given to them responsibly, and to not rely on any system leniency to get more resources. This includes maliciously filling up all available disk space, sending multiple requests with the intention of using up all bandwidth not in accordance with the fair use policy, or running multiple instances of a memory intensive program in an attempt to crash the machine.

Some plans may entitle clients to an unlimited amount of storage, CPU power, or RAM (collectively known as "Resources"). In these cases, unlimited means that there is not a limit to the amount of resources used by the client on that specific service and not that there is an infinite amount of resources. This may be subject to factors outside of the control of CloudExis, such as the capacity in the host machine. You may use these unlimited resources strictly for personal purposes and not attempt to resell, abuse, or use these resources in a manner which may disrupt the ability of CloudExis to provide services to other clients. CloudExis reserves the right to cancel plans in accordance with its cancellation policy at its own discretion if you are found to be breaching these terms.

Intellectual property rights

CloudExis is the owner or license holder of all intellectual property rights in the website, and the material published on it. The works are protected by copyright laws and treaties around the world. All such rights are reserved.

Any community generated content is the intellectual property of the user that generated the content. By publishing the content to the website, the user is granting CloudExis the permission to use and display the content within its website.

Limitation of CloudExis's liability

Nothing in these terms of use excludes or limits CloudExis's liability for death or personal injury arising from CloudExis's negligence, or CloudExis's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by American law.

To the extent permitted by law, CloudExis exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

CloudExis will not be liable to any user of the Website for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

General clauses

No failure or delay by CloudExis in exercising any of the rights set forth by this document shall be deemed a waiver of that right.

No person who is not a party to this document has any right to rely upon or enforce any of the terms set forth by this document.

Each of the paragraphs of these Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Notices & Contact information

If you have any questions or legal concerns about any of the terms set forward by this document, or any of the documents provided at the Legal Hub, please direct your concerns to our support team at Support@CloudExis.net. Alternatively, our support team can be reached using the following phone numbers: +1 (606) 554 – 0576 (US ONLY), and +44 7862139260.

Additional terms of service

Customers of CloudExis must always abide by the terms of server put forward by the games you host. These include but are not limited to the following:

Minecraft: https://minecraft.net/en-us/terms
Minecraft EULA: https://accounts.mojang.com/documents/minecraft-eula
Rust: https://facepunch.com/legal
VS Code: https://coder.com/legal/terms-of-service

Additional information

Mailing addresses

In the event you need to send any sort of paperwork to CloudExis, please make sure to send it to the following address. CloudExis LLC will not pay for postage. CloudExis LLC has the right to refuse packages. Sending dangerous items to the bellow address with result in severe legal action.

2581 English Street, Maplewood, Minnesota 55060

We ask that when sending any sort of mail to the above address, all postage is paid in full, that your package is reasonable sized for its contents, and that nothing that can be damaged be shipped.

Governing jurisdiction

Please note that this document, its subject and its formation, are governed by the laws set forth by both the federal courts of the United States of America, as well as the 2nd District Court of the State of Minnesota. You and CloudExis both agree that the federal courts of the United States of America, and the 2nd District Court of the State of Minnesota will have exclusive jurisdiction regardless of a user's location and/or citizenship. CloudExis is a registered LLC in the state of Minnesota, file number 1256276800029

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