

# Terms and Conditions for Monthly Cloud Services

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### 1. Definitions

Agreement – these Terms and Conditions for Monthly Cloud Services.

Provider – the company offering Cloud Services under this Agreement.

Customer – any individual or legal entity who accepts these Terms and uses the Services.

Services / Cloud Services – subscription-based cloud solutions provided by the Provider, which may include VPS hosting, cloud storage, Microsoft software (subject to separate Microsoft Terms), and other IT infrastructure services.

Website – the official website of the Provider where information about services, tariffs, and policies is published.

Customer Account / Control Panel – the online portal available at <https://my.cloud.net.ua>.

### 2. Acceptance of Agreement

By registering an account in the Control Panel and paying for the Services, the Customer accepts these Terms in full.

### 3. Subject of the Agreement

The Provider supplies Monthly Cloud Services as chosen by the Customer on the Website.

### 4. Service Provision and Payments

- Services are provided upon invoice payment for the selected billing period.
- Billing periods may be monthly, quarterly, or yearly, as selected by the Customer.
- Invoices are issued electronically to the email address provided in the Customer Account.
- Payment methods and currencies are listed on the Provider's Website.
- If payment is not received by the due date, the Provider may suspend or terminate Services and delete data after a defined grace period.

### 5. Rights and Obligations

Customer rights: receive Services, access Control Panel, request support, terminate Agreement.

Customer obligations: provide accurate data, secure login credentials, use Services lawfully, comply with Microsoft Terms for Microsoft products.

Provider rights: modify tariffs, suspend or terminate for violations.

Provider obligations: deliver Services, provide support, inform about changes.

### 6. Liability

Provider is not responsible for failures caused by third-party networks, Customer hardware/software, or force majeure.

Customer is fully responsible for hosted content and indemnifies Provider against third-party claims.

## 7. Confidentiality

Both parties agree to keep confidential any non-public information.

## 8. Term and Termination

Agreement continues for the billing period and auto-renews unless terminated.

## 9. Governing Law and Dispute Resolution

These Terms are governed by international commercial practices.

## 10. Final Provisions

Communications via Control Panel or email are valid. Current Terms available on Website.

## 11. Data Protection and GDPR Compliance

- The Provider processes personal data of Customers in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR) for Customers located in the European Union.
- Personal data processed may include: name, email address, billing details, IP address, service usage data, and other information necessary for the provision of Services.
- Data is processed solely for the purposes of service delivery, invoicing, security, and legal compliance.
- Customers have GDPR rights: access, rectification, erasure, restriction, portability, and objection.
- Requests regarding GDPR rights may be sent to: support@cloud.net.ua.
- Data is retained only as long as necessary for service delivery and legal compliance.
- Provider applies technical and organizational measures to protect personal data.

## 12. Provider Information

Service Provider Oblako Kyiv LLC

Address: Sribnokilska 24, postbox 44, Kyiv, Ukraine, 02095

Reg ID: 42307522

Phone: +380 44 363 93 94

Email: support@cloud.net.ua