Terms and Conditions of the FORPSI Cloud Service

The following terms govern the provision of the FORPSI Cloud service. These terms are valid only as an integral part of the General Terms and supplement them with special arrangements relating exclusively to this service; in matters not governed herein, the General Terms apply.

I. Definitions

1) Service – virtual infrastructure provided as a service (IaaS), which the Customer creates, configures and manages itself via the Control panel, or which is managed by third parties authorised by the Customer.
2) Control panel – the web interface for managing the FORPSI Cloud service, which the Customer logs into with its access data.
3) Credit – an amount of money that the Customer pays to the Provider in advance (the "Credit top-up") and from which the price for using the service is subsequently drawn.
4) API – an interface enabling programmatic access to the management of the Service, the technical specification of which is published on the Provider's website.

II. Provision of the Service

1) The Provider shall operate the FORPSI Cloud service on a 24/7/365 basis, except for scheduled outages and specified interruptions under the General Terms, in accordance with the service level set out in Article VIII. SLA.
2) From the moment the Customer receives the access data, the Customer is the sole administrator of the Service and of all data, information and content placed in it or processed through it. The Provider neither controls nor monitors the Service, nor the conduct of the Customer or of third parties authorised by the Customer within it, and is not responsible for the manner in which it is used.
3) The Customer undertakes to change the Control panel access password regularly, at least once every 3 (three) months, and to notify the Provider without undue delay of any unauthorised use of its account or any other security breach.

III. Credit and Payments for the Service

1) Unless otherwise agreed between the parties, the Customer pays for the FORPSI Cloud service by topping up Credit, from which the price for using the service is drawn either continuously (pay-per-use) according to actual use, or periodically (monthly or annually), according to the specification of the particular service published on the Provider's website.
2) The Customer is solely responsible for topping up the Credit in time so that it is not exhausted and the operation of the service is not interrupted. If the Credit is exhausted, the provision of the service may be suspended.
3) If the Credit is not topped up in a sufficient amount, the service will be deactivated and the data, information and content kept within the Service may be permanently deleted without compensation. The Customer acknowledges that it is solely the Customer's responsibility to make and keep its own copies of such data.

IV. Data Backup and Limitation of Liability

1) Unless expressly stated otherwise for a particular variant of the service, the Provider does not back up the data, information or content that the Customer manages within the Service, except for a periodic backup of disk arrays made by the Provider for security reasons for the purpose of any restoration of the operation of the service as a whole. This exception does not affect the Customer's responsibility to back up its own data.
2) The Provider is not liable for the use of the Service in connection with activities where a failure or outage of the service may endanger human health, the environment or the safe operation of critical infrastructure.

V. API Interface

1) The API is provided to the Customer without any guarantee of uninterrupted availability. The Provider reserves the right to modify, restrict or temporarily suspend the API at any time, even without prior notice, where necessary to improve the functionality of the service.

2) The Provider's technical support does not cover modifications or operations that the Customer performs itself via the API in its own virtual infrastructure within the Service.

VI. Discount Coupons

1) As part of marketing campaigns, the Provider may offer discount coupons (vouchers) for the FORPSI Cloud service under the conditions stated for the particular campaign on the Provider's website. Unless the conditions of the particular campaign state otherwise, a discount coupon can as a rule be used only once during its validity and cannot be combined with other promotions, redeemed for cash or applied retroactively to orders already placed. The Provider reserves the right to change, suspend or cancel the option of using discount coupons at any time.

VII. Interruption and Termination of the Service

1) In addition to the reasons stated in the General Terms, the Provider is also entitled to withdraw from the Agreement for the FORPSI Cloud service with immediate effect if insolvency or enforcement proceedings have been initiated against the Customer.

2) If the Customer does not use the FORPSI Cloud service for an uninterrupted period of 12 (twelve) months, or does not make a Credit top-up within that period after the Credit has been exhausted, the Agreement for this service terminates automatically; in such a case, any remaining unused Credit is forfeited to the Provider as lump-sum compensation for the costs associated with the termination of the service, unless the Customer requests it in writing within 180 days of the date on which the Agreement terminated.

3) Upon termination of the Agreement for the FORPSI Cloud service for any reason, the Provider shall refund the remaining unused Credit to the Customer, unless these terms provide otherwise (in particular point 2 of this Article). The Customer acknowledges that after the termination of the Agreement the data stored within the Service may no longer be available or recoverable, and that it is the Customer's responsibility to back them up in advance.

VIII. SLA

The Provider shall do its utmost to ensure the maximum availability of the Service. Availability is defined as the percentage of time during which the Service is to be available and amounts to 99.9% (uptime parameter). If the uptime parameter is not met, the Customer will be granted compensation depending on the duration of the downtime, in the form of credit, the amount of which will be determined in accordance with Article VIII. c. Credits.

a. Scheduled Maintenance

The time needed to carry out scheduled maintenance is not counted in the uptime parameter. Scheduled maintenance covers activities duly performed by the Provider or its supplier to ensure the functionality of the resources through which the service is provided. This maintenance may be ordinary and/or extraordinary. The Provider will notify the Customer of scheduled maintenance at least 48 hours in advance by e-mail sent to the e-mail address stated in the order. The Provider undertakes to make every effort to carry out scheduled maintenance at a time with minimal impact on the Customer.

b. Detection of Faults and/or Anomalies

The Customer reports any faults and/or anomalies in the resources through which the service is provided by sending a ticket via the form on the Provider's website, in accordance with Article VIII. c. Credits below. Only downtime confirmed by the INTERNET CZ monitoring system will be taken into account when granting compensation.

Monitoring by INTERNET CZ is carried out by means of specific software that records and detects any faults and anomalies and reports them in real time to the customer support department, which operates on a 24/7/365 basis.

c. Credits

1) For the purposes of this Article (SLA), for every 15 (fifteen) minutes of downtime beyond the uptime parameter limit, up to a maximum of 300 (three hundred) minutes, the Provider shall grant the Customer, as compensation, a credit equal to 5% of the total costs consumed by the Customer's service concerned during the 30 (thirty) days preceding the downtime of the Service or, where the Customer has purchased a Service whose costs are charged on a monthly basis, in the month preceding the month in which the downtime occurred.
2) To claim compensation, the Customer shall send an authorised ticket via the form on the Provider's website within 10 (ten) days of the end of the downtime. Accepted compensation will be settled by crediting the relevant amount of credit in the Control panel.

d. Limitations of the SLA

1) The Customer is not entitled to the compensation set out in the SLA where the downtime was caused under the following conditions:
    a. events of force majeure which objectively prevent the Provider from intervening to ensure the contractually agreed activities (including but not limited to: strikes and demonstrations blocking public roads; road accidents; wars and terrorist attacks; natural disasters such as floods, storms, gales, etc.);
    b. extraordinary interventions which, in the Provider's judgement, must be carried out urgently to prevent dangers that could threaten the security and/or stability and/or integrity of the Service or the data and/or information contained in it. The Customer will be notified of any such interventions by e-mail sent to the e-mail address stated in the order, even with less than 48 hours' notice, or at the same time as the interventions begin, or as soon as possible;
    c. unavailability or blocking of the Service caused by:
        i. incorrect use, incorrect configuration or shutdown commands carried out intentionally or unintentionally by the Customer;
        ii. anomalies or malfunctions of an operating system or application provided by third parties;
        iii. non-performance or breach of the Agreement by the Customer.
    d. anomalies or malfunctions of the service, i.e. failure to remove or eliminate them, or their delayed removal or elimination, caused by non-performance or breach of the Agreement by the Customer or by incorrect use of the Service by the Customer;
    e. failure to connect the Virtual infrastructure(s) to the public network caused by the Customer;
    f. causes resulting in the total or partial unavailability of the Virtual infrastructure created and allocated by the Customer due to faults in the internet network that are beyond the Provider's control.