



SPECIAL CONDITIONS FOR CLOUDFLOW VIRTUAL DATACENTER

OGGETTO

The following special conditions are integrated part of general T.O.S.; they concern technical and financial definitions with CloudFlow virtual datacenter service is provided from SeFlow.

Customer know and accept that SeFlow never take part in creation, development, management and publication of websites and customer's informatic and management structure.

Following conditions are most important than general T.O.S. when there is a conflict between general T.O.S. and dedicated server conditions.

SEFLOW'S OBLIGATIONS

SeFlow provides to customers an account with virtual Datacenter, in which he can create virtual machines;; due to technology of service, SeFlow will be responsible only for general infrastructure.

Customer must have all know-how and skills in order to manage and administrate a virtual datacenter; he is the only responsible and administrator of virtual datacenter he buy: SeFlow will do ordinary and extraordinary maintenance to general infrastructure and network.

Customer must use virtual datacenter's resources with care and caution; every excessive or evil use of these resources can cause account's suspension.

TECHNICAL SUPPORT

Customers can request technical support by opening a trouble ticket in SeFlow's portal, like explained in T.O.S..

All servers and services are unmanaged; Customer is liable about all data and files that he put in his Virtual Datacenter: SeFlow will be work on this only when there is an hardware failure. Customer can buy technical assistance by BBMSupport: with this service, he can ask for system assistance but not on files and data.

DESCRIPTION

SeFlow provides to customers an account with virtual Datacenter, in which he can create virtual machines; due to technology of service, SeFlow will be responsible only for general infrastructure.

Virtual Datacenter is based on virtual solutions developed from third parts. Customer know that he choose his configuration individually and in relation to his needs; customer knows also that SeFlow can not guarantee all compatibility with applications and software sold on internet.

Customer is the only responsible about resources and IP assigned; he must manage these features in order to have a online service. Customer can install applications: these are under his responsibility and SeFlow will be not involved is server does not work for applications installations.

UTILIZATION

When customer make order, he will receive an account (with user and password) with his virtualization interface: he must login in it for create and manage VM and account. In this panel he can create, modify, erase all VM he wants and make access to all services, like invoicing, payment and various info.



SEFLOW'S OBLIGATION

- SeFlow will keep hardware and infrastructure up and running. If server suffer an hardware failure, SeFlow will change broken part as soon as possible. Customer will be update about hardware chagement and about timing.
- SeFlow will guarantee server's access 24/365; SeFlow can suspend service when it will necessary make technical work in order to provide a better service.
- Seflow will fix hardware failure in best timing possible.
- SeFlow assure best quality level about his infrastructure.

DISCLAIMER OF SEFLOW

SeFlow will not be responsible about bad services in this ways:

- Errors, negligences, omissions and failure due to customer activity, take by his own or by collaborators or employees;
- Errors, negligences, omissions and failure due to customer activity;
- Customer does not respect technical instructions that SeFlow provides;
- Errors, negligences, omissions and failures caused from third parts on which SeFlow has not any surveillance power;
- Any fact or incident not due to SeFlow activity;
- Password's lost or illegal use of it due to customer errors or negligence;
- Any crash of applications;
- Bad or illegal use of resources;
- Any lost or damage of files and data due to customer's errors of bad activity;
- Third parts activity when not authorized from customer;
- Customer does not respect Italian law and regulations.

Customer will be only responsible for account's malfunction due to any maintenance that his employees or collaborators make on account. Customer in the only keeper fo account's password; SeFlow will not make any operation if customer lose this password.

SeFlow is not liable about data and files that virtual datacenter contains (like sounds, text, pictures and all files that can be reached throught server).

SeFlow will not liable for network failure due to supplier fault or damages.

SeFlow will not make any backup about customer's account; he must take action in order to backup his data and files.

CUSTOMER'S OBLIGATION AND RESPONSABILITY

Customer is the only responsible about Virtual datacenter management and his activity and business. Customer is the only responsible about service and website on his Virtual datacenter, about data and files that he register and spread, about management and update, as well as databases and any other information. Customer must respect third parts right, like personal right, copyright, brands and patents. In this way, SeFlow will not liable about Virtual datacenter contents, about information he collect, storage or broadcast, as well as databases and files.



SeFlow will inform customer about illegal activity and illegal Virtual datacenter's use and decline all responsibility about Virtual datacenter's use. If customer is found to make spamming Virtual datacenter will be immediately closed and contract cancelled.

Customer must maintain Virtual datacenter safety about intrusion or illegal activity (like: spoofing, sniffing, port scanning).

Customer will be only responsible for Virtual datacenter's malfunction due to any maintenance that his employees or collaborators make on Virtual datacenter. Customer in the only keeper fo Virtual datacenter's password; SeFlow will not make any operation if customer lose this password.

If SeFlow detect a Virtual datacenter's compromise, He will inform customer by mail or ticket; customer must take any action in order to fix Virtual datacenter and make it safety. SeFlow will noit make any operations on customer's Virtual datacenter and SeFlow can suspend Virtual datacenter if customer will not make all necessary operations to keep Virtual datacenter in safety..

Spam is strictly fordibben.

IRC service and server are strictly forbidden

SeFlow will not make any backup about customer's Virtual datacenter; he must take action in order to backup his data and files.

Customer must have all necessary licences for software he install on Virtual datacenter; SeFlow will check these licences

SeFlow can suspend and terminate customer's Virtual datacenter if he does not observe and respect TOS and all regulations.

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CONTRACT'S DURATION AND HIS TERMINATION

- Contract will be valid until there are finds on it; sevice is hourly based and customer will be charged every day; service is renewed every time customer pay open invoices.
- If customer does not pay open invoice, account will be automatically suspended. Customer can ask for reactivation in 48 hours from suspension (by paying open invoices); After this time Virtual Datacenter will be cancelled with any chance to recover it.