



## **SPECIAL CONDITIONS FOR VPSPRO, MYCORE, VPS E FAST SERVER SERVICE**

### **SUBJECT**

The following special conditions are integrated part of general T.O.S.; they concern technical and financial definitions with virtual server 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.

### **INFRASTRUCTURE**

SeFlow'S datacenter where customer's server will be activate is not available for people access; they can make access in special events or with business appoinment. Customer can reach his server throught Internet.

Customer will be able to access to whole documents and manuals, in which he can find how to fix issues and some technical hints.

### **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 lieable about all data and files that he put in his server and about its management: 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.

### **VIRTUAL SERVER ACTIVATION**

SeFlow provide several configuration and optional services; server's prices and configuration are available on [www.seflow.it](http://www.seflow.it)

When customer place and pay new order, system provide to VPS creation and OS installation; after this, SeFlow will inform customer about server's activation by mail: in that mail customer can find all necessary information in order to make access to server and manage it. Expiration date will be settled on activation day. Customer is the only administrator and manager of his server; he is also liable about all files and data put on server and about all action that he make throught server. Customer can install applications: these are under his responsibility and SeFlow will be not involved is server does not work for applications installations.

Customer must backup his data and files.

### **SEFLOW'S OBLIGATION**

SeFlow can be filter some router ports in order to keep network safety. Customer know and accept that there ca be limitations on UDP/ICMP flow.

SeFlow can limit VPS resources or fetaures in order to guarantee infrastructure safety and stability. SeFlow will inform about these limitations previously.



If VPS will be involved in safety of SeFlow infrastructure (like hacking, phishing or other), SeFlow can suspend or cancel VPS without any communication. When it is possible SeFlow will inform customer about abuse and server suspension in order to permit to customer to fix issues. SeFlow will reactive VPS after that customer will fix all issues and abuses; in some cases, SeFlow can cancel VPS without any way to restore it VPS and his resources are under SeFlow property..

Other obligations:

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

## **SEFLOW'S RESPONSABILITY**

SeFlow can suspend customer's access when server will bring a security danger or risk, when customer make an abuse or illegal activity or when server has hacking or compromised.

SeFlow will inform customer about suspension, as soon as possible; customer must take any possible measures in order to fix issue; SeFlow will unsuspend service if customer fix issue as request.

SeFlow is not liable about data and files that server 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.

## **CUSTOMER'S OBLIGATION AND RESPONSABILITY**

Customer is the only responsible about server's management and his activity and business. Customer is the only responsible about service and website on his virtual server, 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 server contents, about information he collect, storage or broadcast, as well as databases and files.

Customer must provide personal data in order to his identification. SeFlow can request ID card or other in order to confirm customer identification. Customer must send information after 72 hours from request; if he does not make it, Service can be suspended until customer will not send all informations..

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

Customer must mantain server safety about intrusion or illegal activity (like: spoofing, sniffing, port scanning).

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

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



Spam is strictly forbidden.

IRC service and server are strictly forbidden

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

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

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

### **CONTRACT'S DURATION AND HIS TERMINATION**

- Contract is monthly based and it will start on server's activation day.
- Customer can renew server by make payment of open invoice on expiration date, according with contract's conditions and costs.
- If payment will not take place in time, server will be suspend after 24 hours from expiration; customer can renew it in next 48 hours. After this period, server will be cancelled without any possibility recover.