

# Terms of Service (TOS) for Aqueous Cloud LLC

**Last Updated:** 11/05/2024

Welcome to Aqueous Cloud LLC (“we,” “us,” or “our”). By using our services, you (“User” or “Customer”) agree to the following Terms of Service (“TOS”), which govern your access to and use of our cloud-based Virtual Private Server (VPS) services. If you do not agree with any of these terms, please discontinue use of our services immediately.

## 1. Services Provided

Aqueous Cloud LLC provides cloud-based Virtual Private Server (VPS) services on an hourly billing model (“Services”). We aim to provide reliable and scalable computing resources with flexible billing options for users.

## 2. Billing and Payment

- **Hourly Billing:** Our VPS services are billed on an hourly basis. Billing will cover the actual usage of each VPS instance up to a maximum of 672 hours per month per instance (based on a 28-day month).
- **Monthly Invoice:** An invoice will be generated and sent to you on the 1st of each month, detailing the hours of service consumed during the previous month. This invoice will reflect the usage up to the monthly cap.
- **Payment Due Date:** Payments are due within seven (7) days of the invoice date. Failure to remit payment by the due date may result in suspension or termination of services.
- **Payment Methods:** We accept credit card, debit card, and ACH transfer. All transactions are processed securely via our third-party payment processor.
- **Failure to Pay:** If payment is not received within seven (7) days of the invoice date, Aqueous Cloud LLC reserves the right to suspend your account and/or terminate access to the Services. We may also engage a collections agency to collect any overdue payments, with additional fees applied.

## 3. Service Availability and Maintenance

- **Service Uptime:** While we strive to provide continuous and reliable service, we do not guarantee 100% uptime. Scheduled maintenance or unforeseen issues may result in temporary unavailability of services.

- **Maintenance:** Aqueous Cloud LLC will make reasonable efforts to schedule maintenance outside of peak usage hours, with advance notification provided to Customers when possible.

## 4. Acceptable Use Policy (AUP)

- **Prohibited Activities:** Customers are prohibited from using Aqueous Cloud services for illegal activities, including but not limited to, spam, hacking, phishing, fraud, malware distribution, or any other malicious or harmful activities.
- **Resource Abuse:** Excessive resource usage, whether CPU, memory, or network bandwidth, that degrades performance for other users may result in temporary suspension or limitation of services. Aqueous Cloud LLC will provide notice if such limitations are necessary.
- **Content Restrictions:** Users may not store or distribute any content that is unlawful, abusive, defamatory, or infringes upon any intellectual property rights.

## 5. Data Privacy and Security

- **Data Protection:** We take the security and privacy of our customers' data seriously. While we implement reasonable security measures, Aqueous Cloud LLC is not responsible for data loss or breaches that arise from customer negligence, such as weak passwords or unpatched software.
- **Customer Responsibility:** You are responsible for the security of your account and are required to use secure passwords and keep your login credentials confidential. You must immediately notify Aqueous Cloud LLC if you suspect unauthorized access to your account.

## 6. Termination of Services

- **By Customer:** You may terminate your account at any time by contacting us. Upon termination, you will be billed for any outstanding usage up to the effective termination date.
- **By Aqueous Cloud LLC:** We reserve the right to terminate services without prior notice for any violation of these TOS or for failure to pay. Aqueous Cloud LLC is not liable for any resulting loss of data or access to services following termination.

## 7. Limitation of Liability

- **Service Limitations:** Aqueous Cloud LLC will not be liable for any indirect, incidental, special, or consequential damages arising from your use of our services, including loss of revenue or data, even if we have been advised of the possibility of such damages.

- **Maximum Liability:** Aqueous Cloud LLC's total liability to you for any claim arising out of or related to these TOS will not exceed the amount paid by you in the preceding month.

## 8. Disclaimer of Warranties

Aqueous Cloud LLC provides services "as-is" and "as available." We make no warranties, express or implied, regarding the reliability, security, or accuracy of the services, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 9. Amendments

We may amend these TOS at any time, with updates provided to you via email or through our website. Continued use of the Services after any modifications to the TOS constitutes acceptance of the revised terms.

## 10. Governing Law

These TOS are governed by the laws of [Your Jurisdiction], without regard to conflict of law principles.

## 11. Contact Information

For any questions or concerns regarding these TOS, please contact us at:

**Aqueous Cloud LLC**  
1319 Normandy Ln Allen, TX 75002 USA

By using Aqueous Cloud LLC services, you acknowledge that you have read, understood, and agree to abide by these Terms of Service.