

LEGAL DOCUMENTATION

Terms of Service | Privacy Policy | Refunds, Cancellation & Payments Agreement

Cloud Services

Terms of Service

These Terms of Service (TOS) is an agreement between Matthew R ("Library of Code sp-us", "Library of Code", "LOC", "us", "we", "our") Cloud Services ("VM", "VPS", "machine(s)", "CS") and you ("you", "your", "account"). By using our VM, you fully agree with the terms stated in these Terms of Service. We reserve the ultimate right to update these terms without any warning or notice, which can include to comply with the United States law or for enhancements and fair use of our systems. If at any point you do not agree with any part of these Terms of Service, or you violate any part of these Terms of Service, you are subject to account termination and/or ban from our service until otherwise. These Terms of Service are legally binding.

Please be aware that these Terms of Service may be updated without any (prior) warning and any updates in these Terms of Service will take immediate effect with/without your approval.

Section 1: The Service

1. You acknowledge that our machines are private property of Library of Code sp-us.
2. You acknowledge that our machines are provided free of charge.
 1. At no point should you sell, trade or exchange any part of our VPS, which includes impersonation of our systems, regardless of charge.
 2. We reserve the right to make our machines a paid service.
3. You understand that Library of Code have full, unrestricted access of your account and files.
 1. We reserve the right to make any modifications to your account and/or files, not excluding login details, accessibility and any/all the sessions on your account to comply with these Terms of Service or other requirements in order to use our VM.
 2. You acknowledge that compensations or offers in these Terms of Service are not guaranteed, and we do not have to enforce them or provide you ANY WARRANTY, SUPPORT, OR ASSISTANCE WITH YOUR ACCOUNT.
 - i The service is provided "as is", we make no guarantees for uptime or continuation of service. You understand these Terms of Service does provide any warranty or support. You understand that we are not liable for any losses or damages that occur on our machines.
 3. You acknowledge that LOC will take no responsibility to damage to your files without otherwise being informed prior, during or before any specific event that may occur.
 4. We reserve the right to monitor and record any activity that takes place on your account.
4. You understand that your access to the machine may be suspended, locked, revoked, or completely deleted with any reason whatsoever, without reason, and with or without notification.
5. You understand, that upon creation of your account, that you are immediately bound to these Terms of Service. These Terms of Service are void whenever a Technician deletes your account. We reserve the right to void these Terms of Service at any time with or without your approval.

Section 2: Data and Storage

1. We reserve the right to record, monitor, intercept, copy, inspect, audit, and disclose all uses of the VM without warning as stated and included in section 1.3 and 1.3.4, including section 3.1 of these Terms of Service.
 1. You acknowledge that information will be given to any relevant parties, not excluding the United States Government, Law Enforcement Personnel, authorized sites, as well as authorized officials of government agencies, both domestic and foreign, at their request.
 2. We have every right to assist government, law enforcement, or a victim of your attacks and provide your information, IP address, or other self-incriminating information we have.
2. You acknowledge that the data, information, and storage on the machine is private property of the Library of Code Department of Engineering.
 1. You acknowledge that we have ultimate access to the data and information stored on all our machines.
 2. We reserve the right to make any audits on your account to ensure no suspicious or malicious files/data/code is stored on our systems.
 3. We reserve the right to overlook all data that is stored on the machine and make any changes to any relevant areas to comply with these Terms of Service, as stated in 1.3.1 of these Terms of Service.

Section 3: Resources

1. You acknowledge that the machine is used not exclusively by yourself and all resources to be balanced between all users accordingly.
 1. You must not exceed an average of the limits imposed by Library of Code for your tier, which can be referred to in the appendix of these Terms of Service.
 2. You must regulate network bandwidth to an acceptable amount at a Technician's discretion under section 1.3.1 in these Terms of Service.
 3. Constant and frequent failure to meet these guidelines will result in a temporary or permanent removal of your access to the account and its files, as stated in sections 1.3.1, 1.3.3, 1.4, 2.2.2 and 2.2.3 of these Terms of Service.
 4. You must uphold and not exceed the limits of your Tier. Please contact a Technician to get limits for your tier.
2. We reserve the right to change the amount of resources available to you under sections 1.3.1 and 2.2.3 of these Terms of Service.
3. You acknowledge that inactive use of the account will result in the termination and deletion of the account.

Section 4: Content

1. You acknowledge that the files you upload to our machine is appropriate and we reserve the right to disapprove any files you may upload.
 1. Hosting pornography, graphic, illegal, or any other NSFW content, regardless of age, race, sex, sexuality of those concerned, is strictly prohibited, and will result in an immediate ban under sections 1.4, 1.2.2, 1.2.3, involving sections 1.3.4, 2.1 including 2.1.1, 2.2.2 and 2.2.3 of these Terms of Service.
 2. Hosting and/or operating any data with the intent to harm other users on the machine, the machine itself, or other machines, or illegal material is strictly prohibited and will result in an immediate and permanent removal from all our systems under sections 1.2.2, 1.2.3, 1.4, involving sections 1.3.4, 2.1 including taking actions under sections 2.1.1, 2.2.2, 2.2.3 of these Terms of Service.
2. You acknowledge that the ownership of all files and services on your account are yours and you are not using the service for a third party.

Section 5: Access and Authorization

1. You acknowledge that only you must have access to your account (excluding us who have full access).

1. You acknowledge that except in certain circumstances subject to section 1.3.2 of these Terms of Service, we do not provide “organizational accounts” for use by multiple users.
 2. Granting permission for someone else to access your account is prohibited and is subject to immediate termination of your account under sections 1.3.1 and 1.4 of these Terms of Service.
 3. You acknowledge that access to another user's content may be granted, subject to section 1.3.2 of these Terms of Service and the agreement of all relevant parties. Please contact a Technician for more information.
2. You acknowledge that any form of (attempted) hacking or bypassing authorization into another user’s account is strictly prohibited and will result in an immediate ban from all our systems, including the LOC Discord Server, under sections 1.3.1, 1.4 with actions taken under section 2.1 of these Terms of Service.
 1. The only times when an exception is made, subject to section 1.3.2 of these Terms of Service, are when you report the exploit to Library of Code | Board of Directors immediately and privately, without leaking the exploit until given permission, subject to section 1.3.2 of these Terms of Service, and/or when given permission to conduct such action, subject to section 1.3.2 of these Terms of Service.
 2. You acknowledge that if this guideline is not met, then the full actions under section 5.2 will be taken.

Section 6: Interactions with other Systems

1. You understand that you are required to respect the Terms of Service, EULA, or other legally governing agreement between you and any other organization, person, or company that you interact with on our machines.
2. You understand that any violation of another party’s legal agreement that you entered, which took place on our machines, is a violation of these Terms of Service, and may result in immediate account deletion.

Section 7: Legal

1. You agree to defend, indemnify, and hold us harmless in case of a claim related to your use of the service.
2. These Terms of Service may be changed or edited at any time, with or without notification to you.
3. Disputes between you and Library of Code sp-us must be litigated and resolved by a Library of Code sp-us representative. You agree to waive your right to class-action and individual lawsuits.
4. You hold the copyright to any data or digital information you upload the machine, however as stated in Section 2 of these Terms of Service we reserve the right to view, modify, edit, or remove this data for any reason with or without notification. We also reserve the right to retain your data even after your account is deleted with or without notification.
5. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. If you are 13-17 years old, your parent or legal guardian must agree to these Terms of Service, you also certify that you are not under the age of 13. We reserve the right to suspend or permanently delete accounts of users who are not at least 13 years old.

Section 8: Payments & Subscriptions

1. Upon purchase of any subscription relating to Cloud Services, you understand that you agree to our refund policy which is posted in this document.
2. Upon cancellation of your subscription, you understand that we may cancel your subscription immediately with or without notice or with or without proration based on our discretion.
3. If you purchase a subscription, you understand that you authorize us to charge the full amount of the subscription, plus taxes, and applicable fees to your payment method.
4. We reserve the right to cancel subscriptions with or without notice to you for any reason.
5. You understand we are under no obligation to refund any purchase of any amount for any transaction you willingly authorize.

Section 9: Violations and Appeal

1. We will usually give you a maximum grace period of 7 days to acknowledge a dispute (excluding TOS violations, see Section 7.3.1 of these Terms of Service for more information), at which point you acknowledge that Section 7.2 of these Terms of Service will take full effect.
2. You acknowledge that any sanction imposed at the result of a TOS violation, unless specifically halted/postponed by a Library of Code Director, is not appealable. The beginning of these Terms of Service explains the actions taken if a violation of these Terms of Service has been made aware.
3. Library of Code sp-us has the ultimate right to open or pursue governance and/or a sanction on your account without any given warning.
 1. Whilst we usually do give 24 hours for you to respond and resolve a TOS violation, depending on severity, LOC may impose harsher sanctions on your account without any warning or reason provided.
4. If you are confused or do not understand any part of these TOS, please contact a member of our Staff team.

Refunds & Payments Policy

1. Refunds for payments will be issued at the discretion of the Board of Directors.
2. We are under no obligation to refund a purchase willingly made by you that you have authorized. [Stated in Section 8.5]
3. If we do decide to provide a refund, we can choose how to process the refund at our discretion. You may be issued account credit, partial refund to payment method, or full refund to payment method based on the discretion of the Board of Directors.
 - a. We will not issue refunds to a payment method which was not used to make the original purchase, except for a credit note to your account.
4. When you add a payment method to your account, you understand that you have given us explicit authorization to verify the payment method attached to ensure validity. This may include a temporary pre-authorization on your card for \$1.00 USD or less to verify the card is correct, or trial deposits for ACH payments.
 - a. We will not charge your payment methods otherwise unless you give us explicit authorization. Authorization may be given by yourself directly when you sign up for a subscription, or you can provide verbal or written authorization to have an agent process a transaction on your behalf. We reserve the right to deny requests for agent-processed transactions.
 - i. If you fail to pay your invoices, or if you have an outstanding balance, you understand that we will attempt to charge any payment methods you have on your account to cover the debt owed to us. You give us explicit authorization to attempt to collect any debt owed to us at any time with or without notice.

Privacy Policy

We collect data to verify the authenticity of accounts, perform authentication, and functionality of the machine.

DATA UTILIZATION	YES	NO
DO WE SHARE YOUR DATA WITH THIRD PARTIES	X	
DO WE SHARE YOUR DATA INTERNALLY	X	
DO WE SELL YOUR DATA		X
DO WE SAVE YOUR DATA AFTER ACCOUNT DELETION	X	
CAN YOU REQUEST YOUR DATA AFTER ACCOUNT DELETION		X
DO WE USE YOUR DATA TO BUILD A PERSONALIZED PROFILE		X
CAN OTHER USERS VIEW YOUR DATA		X

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Library of Code sp-us | Board of Directors

Email: board@lists.libraryofcode.org **Help Desk:** <https://loc.sh/cs-help>

Editors

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