



CloudLocal Technologies – Terms of Service

Company: CloudLocal Technologies (“CloudLocal,” “we,” “us,” or “our”)

By purchasing, accessing, or using any CloudLocal Technologies services, including but not limited to web hosting, VPS hosting, or managed services (collectively, the “Services”), you (“Client,” “you,” or “your”) agree to be bound by these Terms of Service (“Terms”).

1. Services & Billing Structure

1.1 Monthly Services

All hosting and managed services provided by CloudLocal Technologies are billed on a **monthly recurring basis**, unless otherwise explicitly stated in writing.

1.2 Service Definition

The scope, pricing, and duration of services are defined by **one or more of the following**, in order of precedence:

- A signed contract or service agreement
- A written proposal accepted by the Client
- An issued invoice
- The service description listed on our website at the time of purchase

1.3 Alignment of Services

All services provided will strictly align with what is defined in the applicable contract and/or invoice. Any service not explicitly listed is **not included** unless otherwise agreed to in writing.

2. Payments & Non-Payment

2.1 Payment Terms

Invoices are due upon receipt unless otherwise stated. Failure to pay may result in service suspension or termination.

2.2 Suspension for Non-Payment

CloudLocal Technologies reserves the right to suspend or terminate services for overdue

accounts without notice. Data loss resulting from suspension due to non-payment is the Client's responsibility.

2.3 No Refunds

Unless otherwise stated in writing, **monthly services are non-refundable**, including partial months.

3. Acceptable Use

Clients agree not to use CloudLocal services for:

- Illegal activity
- Malware, phishing, spam, or abuse
- Unauthorized access attempts
- Activities that violate Canadian or applicable international laws

CloudLocal reserves the right to suspend services immediately if abuse or illegal activity is detected.

4. Data Responsibility & Backups

4.1 Client Data Ownership

Clients retain ownership of all data hosted on CloudLocal infrastructure.

4.2 Backups

Unless explicitly stated in the contract or invoice, backups are **not guaranteed**. Clients are responsible for maintaining their own independent backups.

5. Compliance & Regulatory Limitations

5.1 PCI-DSS

CloudLocal Technologies **is not a PCI-DSS compliant hosting provider**. Clients handling payment card data must use **third-party PCI-compliant services** (e.g., Stripe, PayPal). Storing or processing cardholder data on CloudLocal infrastructure is strictly prohibited.

5.2 HIPAA

CloudLocal Technologies **does not provide HIPAA-compliant hosting** and does not sign

Business Associate Agreements (BAAs). Clients must not store, process, or transmit Protected Health Information (PHI) on our services.

5.3 Client Responsibility

It is the Client's responsibility to ensure their usage complies with all applicable laws and regulations relevant to their business or industry.

6. Security & Limitation of Liability

6.1 Security Measures

CloudLocal implements reasonable security measures but does not guarantee that systems will be immune from all threats.

6.2 No Absolute Guarantee

No hosting environment is 100% secure. CloudLocal is not liable for damages resulting from breaches, exploits, or third-party attacks beyond our reasonable control.

6.3 Limitation of Liability

To the fullest extent permitted by law, CloudLocal Technologies shall not be liable for:

- Data loss
 - Business interruption
 - Lost revenue
 - Indirect or consequential damages
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7. Termination

7.1 Client Termination

Clients may cancel services at any time. Cancellation takes effect at the end of the current billing period.

7.2 CloudLocal Termination

CloudLocal Technologies reserves the right, at its sole discretion, to suspend, restrict, or terminate any Services, in whole or in part, at any time, for any reason, with or without notice, where permitted by law.

8. Changes to Terms

CloudLocal Technologies reserves the right to modify these Terms at any time. Continued use of services constitutes acceptance of the updated Terms.

9. Client Responsibilities – Website Maintenance

Client Maintenance Responsibility

Unless explicitly stated otherwise in a written contract or invoice, the Client is solely responsible for the **ongoing maintenance, updates, and security of their website and applications**, including but not limited to:

- Content updates
- Core CMS updates (e.g., WordPress core)
- Plugin, theme, and extension updates
- Application-level security hardening
- Compatibility with PHP or software version changes

CloudLocal Technologies provides hosting and related services only. **Website management, patching, and configuration are not included** unless specifically listed as a managed service.

Failure to keep software up to date may result in security vulnerabilities, performance issues, or service disruption. CloudLocal Technologies is not responsible for issues arising from outdated or misconfigured client software.

10a. Service Migration & Transfer Responsibility

If a Client elects to migrate, transfer, or move their website, data, or services away from CloudLocal Technologies, the Client assumes full responsibility for the integrity, functionality, availability, and security of the website and associated services following the migration.

CloudLocal Technologies may, at its sole discretion, provide migration assistance on a best-effort basis; however, such assistance does not constitute a warranty or guarantee of functionality, performance, or security after transfer. The Client is responsible for verifying that all data, configurations, email accounts, DNS records, SSL certificates, and application settings are correctly transferred, secured, and operational.

CloudLocal Technologies shall not be liable for data loss, downtime, security vulnerabilities, breaches, misconfigurations, compatibility issues, or any other damages arising during or after migration to a third-party provider.

10b. Post-Migration Responsibility & Upkeep

Upon completion of migration away from CloudLocal Technologies, all ongoing maintenance, monitoring, updates, security hardening, backups, and operational upkeep of the website and associated services become the sole responsibility of the Client or their new service provider.

CloudLocal Technologies shall have no obligation to provide continued support, maintenance, security monitoring, updates, or technical assistance after migration is completed. CloudLocal Technologies shall not be liable for any issues, vulnerabilities, performance degradation, data loss, or security incidents occurring after services have been transferred or terminated.

11. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of **Canada** and the applicable laws of the Province of Manitoba in which CloudLocal Technologies operates.

12. Contact Information

CloudLocal Technologies

Website: <https://cloud-local.ca>

Email: info@cloud-local.ca