

Terms of Service

By use of our services you agree to the following terms of service (“Terms”) set by Sahara Compute LLC (“Sahara Compute”). These terms apply to all Customers and Consumers of our services. Violation of these terms may result in termination of your service.

1. Binding Terms

- a. By using or purchasing any goods or services provided by Sahara Compute LLC, you expressly agree to all terms within this agreement, which are subject to review and consistent change, which can be set without client consent. Sahara Compute LLC will notify clients of all changed via a site-wide announcements
- b. You agree to this set of Terms until any contracts, business or services between Sahara Compute and you are completed.

2. General Provisions

- a. All general legal accordance will fall under the state of Florida, United States of America.
- b. In the event of any provision of this agreement being declared illegal, void or unenforceable, the remainder of this agreement will continue in full force.

3. Fair Use

- a. Services where ‘unlimited’ or ‘unmetered’ offering of any resource (such as, but not limited to: Storage, Bandwidth, Memory) are expected to have a level of fair-use. Clients should ensure continuity for all clients.
- b. If, at the discretion of Sahara Compute LLC, a client were to violate this policy, such services can be terminated without notice.
- c. For general reference, a user should not exceed more than 5-10% of an overall system’s capacity. If this occurs, Sahara Compute will notify the user and request immediate change.
- d. If a Client’s service is causing immediate disruption to other services, Sahara Compute may exercise their right to early termination or suspension of the Client’s service.

4. Refunds

- a. Refunds are given on a case-by-case basis. Account deposits are non-refundable. First time users are encouraged to contact us for any questions and potential free trials / credits. Users with technical issues are encouraged to contact our support for assistance. If it is found that support cannot fix a users technical issue and it is within a 24 hour time window since initial purchase, Sahara Compute LLC will issue an account credit or will issue a refund to the user's payment method.
- b. Colocation, Dedicated, Domain Services as well as Setup Fees and product addons are non-refundable after purchase.

5 Exclusive License to your content

- a. By purchasing a service, you grant Sahara Compute LLC an exclusive license to use your content on its platform in order to provide service
- b. You agree that any content is under your copyright, or you have permission or a license to use works of another individual. You expressly agree that under what license you hold, you are able to grant Sahara Compute LLC a license to host the content.

6 Liability

- a. By signing this agreement, you agree to indemnify and hold Sahara Compute LLC harmless from and against any causes of action, damages, claims, obligations, liabilities, losses, costs, debts, expenses and other issues that may arise unless it is expressed in signed writing by the legal team and executive team of Sahara Compute LLC where Sahara Compute LLC can be subject to such claims.

7. Discounts and Promotions

- a. Discounts are provided 'as-is'. They are a temporary reduction in cost of a service. Discounts are subject to removal at any time and any service shall be subject to it's full price.
- b. Discounts must not be 'abused' by clients in order to obtain increased discounts on products
- c. Discounts after the purchase date of any product cannot be applied.
- d. Discounts are non-refundable for any refundable purchase.

- e. Discounts are subject to expiration, clients do not need to be informed of when they expire, however are typically used in marketing campaigns with information that communicates this.

8. Service Termination

- a. Upon suspension and termination of use you risk the permanent loss of your files/add-ons. Your purchase services for a length of time, once the time has completed you can either renew your service or cancel it. Where possible- you should ensure your files are backed up in regular intervals offsite (Such as your home devices). Sahara Compute LLC takes no liability in loss of data.
 - i. After 5 days of non payment, services are permanently removed without any ability to be recovered. During these 5 days, the client will be notified.
- b. Sahara Compute LLC reserves the right to terminate services for any abuse concerns without prior notice.
- c. Compliancy:
 - i. Where your service is terminated due to terms or acceptable use violations, Sahara Compute LLC may keep your data for a maximum of 365 days (1 Calendar year) dependent on cause of suspension.
 - ii. Sahara Compute LLC may forward any and all data to relevant Law Enforcement Agencies, in the event needed.
 - iii. If you challenge your abuse-related decision, you may contact Sahara Compute LLC's HR Department at hr@saharacompute.com.
 - iv. Sahara Compute LLC reserves all rights to terminate your services without prior notice.

9. Payments

- a. You agree to make all payments for services in advance of the time period during duration in which services are provided
- b. You take full responsibility to ensure payments are made on time
- c. Invoices are generated 7 days before the billing date, to which our payment gateway (Section 9, D) may charge ahead of time.
- d. Payments are not directly processed by Sahara Compute LLC. In order to maintain privacy, Sahara Compute LLC uses the global payment processing platform, "Stripe".
- e. Credit cards may be liable to payment fees or other fees related to the transaction

10. Cancellations

- a. Unless notified of your want to cancel, all billing will resume each billing date of the service.
- b. You are informed to inspect your automated payment methods to ensure that continued payments aren't accidentally authorized. In the event of a charge being made Sahara Compute LLC is not liable to issue you a refund but will issue an additional service period.

11. Chargebacks

- a. At no time should a Client chargeback for any reason. If you chargeback, your service will be terminated. Additionally if a client wants to restart a service, they must pay the chargeback amount, as well as any payment gateway fees.
- b. We may report your chargeback to Major Credit Bureaus, which may affect your credit score and capability to take credit in the future. We also may report your activity to fraud checking services, which may cause you to be denied at other service providers outside of Sahara Compute LLC.

12. Arbitration & Resolutions

- a. All disputes should be settled under the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.
- b. Arbitration will occur at a place of convenience for Sahara Compute LLC, decided by Sahara Compute LLC.
- c. Arbitration must take place before litigation in court. Out of court resolution or settlement must be attempted by a customer prior to arbitration or litigation.
- d. Customers must attempt at resolving disputes amicably prior to arbitration or litigation.