

Cloud Services Agreement

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This Cloud Services Agreement ("Agreement") governs the virtual machine ("VM") hosting and cloud infrastructure services provided by Vinetu Technologies Ltd. ("Vinetu", "Provider") to its customers ("Customer"). By activating or using Vinetu's cloud services, Customer agrees to be legally bound by all terms set forth herein. This Agreement constitutes a binding contract between the parties.

Definitions

The following terms have the meanings set forth below throughout this Agreement:

- "Vinetu" / "Provider" — Vinetu Technologies Ltd., and its cloud service brands including EMcloud (www.emcloud.co.il) and CaaS (www.caas.co.il). Services delivered under any of these brand names are governed by this Agreement.
- "Customer" — The individual or legal entity that has entered into a service order or contract with Vinetu for the use of cloud services.
- "Cloud Services" — The managed cloud infrastructure services provided by Vinetu, which may include any combination of the following components as defined in the applicable Service Order:
 - Virtual Machine (VM) — A virtualized compute instance provisioned on Vinetu's cloud platform.
 - Private Network(s) — Isolated virtual networks assigned to the Customer's environment.
 - Public IP Address — One or more routable IP addresses assigned to Customer services.
 - Virtual Firewall(s) — Software-defined firewall instances managing network access to Customer resources.
 - Data Storage — Block or object storage resources attached to or associated with Customer VMs.
- "Service Level" — The performance and pricing tier applicable to a Customer's service, as defined in Section 1 (Silver, Gold, or Platinum).

- "Service Order" — An individual order form, statement of work, or contract that defines the specific services, pricing, and terms applicable to a Customer engagement.
- "Agreement" — This Cloud Services Agreement, together with any applicable Service Order.

1. Service Description & Provider Responsibilities

Vinetu provides cloud hosting infrastructure services. The standard base environment includes one or more VMs, private network(s), public IP address assignment, virtual firewall(s), and data storage — as specified in the applicable Service Order. Vinetu's responsibilities are limited strictly to the IT infrastructure layer and include:

- Maintaining provisioned VMs in a running state via the hypervisor and compute platform.
- Ensuring availability of allocated VM resources: virtual CPU (vCPU), memory (RAM), disk storage, and network connectivity up to the VM's network interface.
- Provisioning and maintaining private networks, virtual firewalls, public IP assignments, and data storage as defined in the Service Order.
- Operating and maintaining the physical hardware, datacenter facilities, and network backbone.
- Providing the backup and optional disaster recovery services described in Sections 9 and 10.

Vinetu's obligations extend only to the infrastructure layer. Everything within the VM operating environment — including but not limited to the guest operating system, applications, services, and data — is outside Vinetu's scope of responsibility.

Service Levels

Cloud services are offered at the following performance and pricing tiers. The applicable Service Level is specified in the Customer's Service Order.

Service Level	Description	Pricing
Silver	Entry-level cloud resources; suitable for development, testing, and low-traffic workloads.	As per Service Order
Gold	Mid-tier performance resources; suitable for production workloads with moderate traffic and availability requirements.	As per Service Order
Platinum	High-performance resources with priority allocation; suitable for mission-critical, high-availability workloads.	As per Service Order

Specific resource allocations (vCPU, RAM, storage, bandwidth) and pricing for each Service Level are defined in the applicable Service Order.

Service Clarifications

- **Disk Expansion:** Expanding VM disk storage is possible upon Customer request and is subject to availability and applicable charges. Disk size reduction is not possible under any circumstances. Customers should carefully plan storage requirements before provisioning.
- **Service Termination is Final:** Termination of any individual cloud service component — including but not limited to a VM, private network, public IP address, virtual firewall, or data storage — is permanent and irreversible. Terminated services cannot be restored. VM termination includes the immediate and simultaneous deletion of all associated backup copies and DR copies. Customers are solely responsible for extracting any required data before requesting termination.
- **Billing Policy — Full Month Charges:** All cloud services are billed on a full calendar-month basis, regardless of the number of days the service was active during that month. A service activated or terminated at any point within a month is charged at the full monthly rate. Customers are advised to time service terminations at the end of the billing month to avoid paying for unused periods.

2. Customer Responsibilities

Customer bears full and sole responsibility for all aspects of the VM's internal environment, including:

- Installation, configuration, maintenance, patching, and upgrading of the guest operating system.
- Installation and management of all software, applications, services, and workloads running inside the VM.
- All data stored within or processed by the VM, including its integrity, accuracy, and legality.
- Management of access credentials, user accounts, and authentication controls inside the VM.
- Compliance with all applicable laws and regulations governing Customer's use of the VM and the data processed therein.

3. Acceptable Use

Customer may use the VM only for lawful purposes. Any activity that is illegal under the laws of any jurisdiction worldwide is strictly prohibited. Prohibited uses include, without limitation:

- Unauthorized access to, or attacks against, any computer systems or networks.
- Distribution of malware, spam, phishing material, or other harmful content.
- Hosting or distributing illegal content of any kind.
- Cryptocurrency mining or any other computationally intensive activity not disclosed to and approved by Vinetu in writing in advance.

- Any activity that violates the rights of third parties, including intellectual property rights.

Vinetu reserves the right to immediately suspend or terminate the VM and related services, without prior notice and without any liability to Customer, upon discovery of any violation of this section.

4. Cybersecurity — Customer's Sole Responsibility

Important Notice — Cybersecurity Liability:

- Customer bears the sole and exclusive responsibility for all cybersecurity aspects of the VM and its contents.
- This includes, without limitation: firewall configuration, OS and application hardening, vulnerability assessment and remediation, intrusion detection and prevention, access control, incident response, and data encryption.
- Vinetu provides no security monitoring, intrusion detection, threat prevention, or any other security service inside the VM or at the application level.
- Vinetu is not liable — under any circumstances — for any security incident, data breach, unauthorized access, ransomware attack, data loss, data corruption, or any other cyber event affecting the VM or Customer's data, regardless of cause, including any failure or limitation of the underlying infrastructure security controls.
- Customer expressly acknowledges and accepts this allocation of cybersecurity risk and responsibility as a material and essential condition of this Agreement.

5. Data Ownership & Privacy

Customer is the sole owner of all data stored within or processed by the VM. Vinetu does not claim any ownership, license, or rights over Customer data.

Vinetu will not access, use, copy, share, sell, or disclose Customer data to any third party for any purpose whatsoever, except: (a) as strictly necessary to deliver the contracted services (including backup and restore operations under Section 9); or (b) as required by applicable law or a binding order of a competent authority.

Any information disclosed to Vinetu in connection with the provision of cloud services will be used solely for the purpose of delivering those services to Customer.

6. Infrastructure Ownership & VM Export Prohibition

All infrastructure components, hypervisor software and configurations, VM templates, virtual network configurations, platform tooling, and any other settings or configurations forming part of Vinetu's cloud platform are the sole and exclusive property of Vinetu. Customer acquires no ownership or intellectual property rights in any platform component.

Copying, cloning, exporting, or extracting the VM image, disk image, snapshot, or any representation of the entire VM in any format is strictly prohibited. Customer may only extract their own data from within the VM in the form of data files (e.g., via SFTP, SCP, HTTPS, or application-level export). Any attempt to export or extract the VM itself constitutes a material breach of this Agreement and may result in immediate service termination.

7. Payment Terms & Service Suspension

Service fees and billing schedules are defined in the applicable contract, order form, or statement of work ("SOW") agreed between the parties.

If Customer fails to pay any invoice by its due date and the invoice remains outstanding for more than 30 calendar days past the due date, Vinetu may, without further notice or liability:

- Immediately suspend the VM and all associated services.
- Following suspension, permanently delete the VM, all associated data, backups, and services, if payment is not received within a reasonable period as determined solely by Vinetu.

Vinetu bears no liability whatsoever for any loss of data, business interruption, or any other damages resulting from suspension or deletion of services due to non-payment. No further notification is required prior to deletion. Customer is strongly advised to maintain independent, current backups of all critical data at all times.

8. Abuse & Platform Protection

Vinetu continuously monitors the cloud platform to protect the stability, security, and performance of the shared infrastructure. Abuse includes, without limitation: excessive or abnormal resource consumption, network attacks (DDoS, port scanning, etc.) originating from or directed at the VM, or any activity degrading service quality for other platform customers.

In the event of detected or suspected abuse, Vinetu may immediately block or shut down the VM and related services without prior notice. Customer shall have no claim against Vinetu for any service interruption, data loss, or other consequence resulting from such protective actions. Vinetu's determination of abuse shall be final.

9. Backup Service (Standard — Included)

Vinetu provides a daily automated VM backup as a standard included service, subject to the following terms:

- Frequency & Retention: Backups are performed once daily. Backups are retained on a rolling 14-day basis; backups older than 14 days are automatically purged.
- Backup Window: The daily backup runs at a random time determined by the platform scheduler. No specific backup time is guaranteed.

- **Access:** Backup storage is accessible solely by Vinetu's cloud operations team. Customer does not have direct access to backup storage or backup files.
- **Included Restore:** Customer is entitled to one (1) restore operation per calendar month per Customer account, regardless of the number of VMs under that account. A restore may be a full VM restore or a restore of specific files.
- **Additional Restores:** Restore requests exceeding the monthly included restore will be charged per-case at Vinetu's then-current rates, communicated to Customer prior to execution.
- **Best Effort:** The backup service is provided on a best-effort basis. Vinetu does not guarantee the completion, integrity, or recoverability of any backup. Customers are strongly advised to maintain independent application-level backups of all critical data.

10. Disaster Recovery Service (Optional Add-On)

Customers may subscribe to the optional Disaster Recovery ("DR") Service as an additional paid service. The DR Service provides:

- Replication of the daily VM backup to a physically separate, geographically remote datacenter backup storage facility.
- A standard retention of 3 backup copies at the remote DR site.

DR Service pricing, recovery time objectives (RTO), recovery point objectives (RPO), and any additional terms are specified in the applicable SOW or order form. Subscription to the DR Service does not modify or expand the allocation of cybersecurity responsibility set forth in Section 4.

11. Limitation of Liability

To the maximum extent permitted by applicable law, Vinetu's total aggregate liability to Customer under or in connection with this Agreement shall not exceed the total fees paid by Customer in the three (3) calendar months immediately preceding the event giving rise to the claim.

Vinetu shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of data, loss of business, or business interruption, even if advised of the possibility of such damages.

Without limiting the foregoing: (a) Vinetu bears no liability for any cybersecurity event as set forth in Section 4; and (b) Vinetu bears no liability for data loss resulting from service suspension or deletion due to non-payment as set forth in Section 7.

12. Confidentiality

Both parties agree to hold in strict confidence any proprietary or non-public information received from the other party in connection with this Agreement, and to use such information solely for the purposes of this Agreement. This obligation survives termination of the Agreement.

13. Term & Termination

This Agreement is effective from the date Customer first uses the cloud services and continues until terminated. Either party may terminate this Agreement by providing 30 days' written notice to the other party, unless defined otherwise in the individual Service Order.

Vinetu may terminate this Agreement immediately and without notice upon: (a) non-payment exceeding the period set forth in Section 7; (b) a violation of the acceptable use policy in Section 3; (c) abuse as described in Section 8; or (d) any other material breach of this Agreement by Customer.

Upon termination, Customer is responsible for extracting any required data as files prior to service shutdown. Vinetu will provide reasonable advance notice of the data extraction window except where immediate termination rights apply. Following termination, Vinetu may permanently delete all VM data, backups, and associated resources without further obligation.

14. Governing Law

This Agreement is governed exclusively by the laws of the State of Israel, without regard to conflict-of-law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Israel.

15. Amendments

Vinetu reserves the right to amend this Agreement at any time. Customers will be notified of material changes at least 30 days in advance. Continued use of the services following the effective date of any amendment constitutes acceptance of the updated terms.

16. Contact

For questions or notices regarding this Agreement, contact:

Vinetu Technologies Ltd.

