SinapCore
CLOUD SERVICES & DEV

SinapCore LLC
Wyoming, United States
Document Code: **STC-VPS-2026** (Master Agreement)
Legal Inquiries: soporte@sinapcore.com

SPECIFIC TERMS: CLOUD NVME VIRTUAL PRIVATE SERVERS

Official Master English Version (Effective Date: October 1, 2026)

Master Legal Framework - SinapCore LLC (Wyoming, United States):
Specific contractual terms governing Cloud NVMe Virtual Private Servers (VPS). Governs self-managed root access parameters, Customer's exclusive data backup obligations, IP address leasing rules, anti-abuse network remediation, and immediate non-refundability upon instance provisioning.

1. SCOPE AND SERVICE SPECIFICATIONS

These Specific Terms and Conditions govern the provision of Cloud NVMe Virtual Private Servers ("VPS") by SinapCore LLC. This document operates under and incorporates the Master General Terms of Service (Ref. GTS-2026-01). In accordance with Section 2 of GTS-2026-01, the English language version of this agreement controls and prevails in all respects.

2. UNMANAGED INFRASTRUCTURE & ROOT ACCESS RESPONSIBILITY

Unless an explicit Managed Support tier is contracted in writing, VPS instances are delivered under an **Unmanaged (Self-Managed)** framework:

- **Administrative Control:** Customer is provisioned with exclusive administrative root (SSH) credentials and assumes complete technical and legal control over server configuration, firewall settings, user management, and installed software stacks.
- **Customer Backup Obligation:** Customer acknowledges that SinapCore provides hardware hypervisor availability but DOES NOT maintain automated, application-level, or database-level backups for unmanaged VPS instances. Customer bears the strict, sole, and exclusive responsibility to generate, test, and maintain off-site, external backups of all customer files, databases, and software. SinapCore disclaims any liability for data loss arising from guest OS malfunction, file corruption, security breaches, or administrative error.
- **Security Hardening:** Customer is solely responsible for timely application of operating system kernel patches, application updates, and security hardening measures.

3. LEASED IP ADDRESSES AND NETWORK REPUTATION

All IPv4 and IPv6 addresses assigned to VPS instances remain the leased property of SinapCore and its upstream Internet registry allocations (ARIN/RIPE). Leased IP assets may not be sub-licensed, sold, or transferred:

- **Anti-Abuse Remediation:** If an assigned IP address is listed on commercial spam blacklists (e.g., Spamhaus, SURBL, Barracuda, UCEPROTECT) due to outbound traffic generated from Customer's VPS, Customer shall be billed an administrative delisting remediation fee of $50.00 USD per affected IP.
- **Traffic Filtering:** SinapCore reserves the right to immediately block outbound TCP port 25 (SMTP) or apply automated rate-limiting to prevent blacklisting of entire IP blocks.

4. FAIR HYPERVISOR RESOURCE UTILIZATION

VPS instances operate within enterprise multi-tenant physical hypervisors. Customer is prohibited from running synthetic workloads, continuous 100% CPU starvation loops, or extreme continuous disk I/O monopolization that degrades the performance or stability of neighboring virtual machines on the same physical host. SinapCore reserves the right to throttle vCPU allocations or suspend instances that threaten hypervisor integrity.

5. EXCLUSION OF REFUNDS POST-PROVISIONING

Because Cloud NVMe VPS orders involve immediate, dedicated reservation and allocation of physical server RAM, high-speed NVMe storage blocks, and international datacenter networking routes, **all VPS sales are final and strictly non-refundable once root credentials have been generated and delivered to Customer**.