

# Nimbus Cloud Storage - Terms of Service

FICTIONAL SAMPLE DOCUMENT created by sigmacode.io for demonstration purposes. Nimbus Cloud Storage and Nimbus Data Ltd. do not exist. Version 3.2, effective 1 March 2026.

## 1. Scope

These Terms govern the use of the Nimbus Cloud Storage service (the "Service") provided by Nimbus Data Ltd. ("Nimbus", "we") to business customers ("Customer", "you"). The Service is not intended for consumers.

## 2. Plans and fees

The Service is offered in three plans: Basic (500 GB, EUR 9 per month), Team (5 TB, EUR 49 per month) and Business (20 TB, EUR 149 per month). Fees are billed monthly in advance. Annual billing is available with a discount of two months. All prices exclude VAT.

Nimbus may change fees with at least 60 days' written notice. If you do not agree to a fee change, you may terminate your subscription before the change takes effect without any penalty.

## 3. Service availability

Nimbus targets a monthly availability of 99.9% for the Business plan and 99.5% for all other plans, excluding scheduled maintenance announced at least 48 hours in advance. If availability falls below the target, Business customers receive a service credit of 10% of the monthly fee for each full 0.1 percentage point below the target, capped at 50% of the monthly fee. Service credits are the sole remedy for unavailability.

## 4. Customer data

You retain all rights to the data you upload ("Customer Data"). Nimbus processes Customer Data only to provide the Service and in accordance with the Data Processing Agreement in Annex 1. Customer Data is stored in data centres located in the European Union (Frankfurt and Amsterdam).

Nimbus creates daily backups that are retained for 30 days. Backups are encrypted at rest using AES-256. Nimbus does not access Customer Data except where necessary to provide support requested by you or where required by law.

## **5. Acceptable use**

You must not use the Service to store or distribute unlawful content, malware, or content that infringes third-party rights, and you must not attempt to circumvent storage quotas or security measures. Nimbus may suspend accounts that materially breach this section after giving notice, or immediately where required to prevent harm to the Service or other customers.

## **6. Term and cancellation**

Monthly subscriptions renew automatically and can be cancelled at any time with 30 days' notice to the end of a billing month. Annual subscriptions renew for another year unless cancelled at least 60 days before the end of the current term. Cancellation can be requested in the account settings or by email to [billing@nimbus.example](mailto:billing@nimbus.example).

## **7. Data after cancellation**

After the end of the subscription, your account switches to read-only mode for 30 days, during which you can export all Customer Data. After this period, Nimbus permanently deletes Customer Data within a further 14 days, including all backups. Upon request, Nimbus provides written confirmation of deletion.

## **8. Liability**

Nimbus is liable without limitation for damage caused intentionally or by gross negligence. For slight negligence, Nimbus is liable only for breach of essential contractual obligations, limited to the foreseeable damage typical for the contract. In any case, Nimbus' total liability per contract year is limited to the fees paid by you in the twelve months preceding the event giving rise to the claim. Nimbus is not liable for lost profits or indirect damage, except where liability is mandatory by law.

## **9. Support**

Basic customers receive email support with a response within two business days. Team customers receive email and chat support with a response within one business day. Business customers additionally receive phone support and a response within four business hours for critical incidents.

## **10. Changes to these Terms**

Nimbus may amend these Terms with 30 days' notice by email. If you object within this period, the previous Terms continue to apply until the end of your current subscription term.

## **11. Governing law**

These Terms are governed by the laws of Ireland. The courts of Dublin have exclusive jurisdiction, unless mandatory law provides otherwise.