



服務條款 Terms of services

協議說明

1. GA Cloud 為 GA CLOUD Technology (Hong Kong) Limited(港安雲科技（香港）有限公司) 旗下的基礎網絡服務品牌，GA CLOUD Technology (Hong Kong) Limited 對該品牌擁有全部的運營權及所有權。在法律許可範圍內，GA Cloud 制定、發布、維護本服務條款；並遵照本文檔相關條款和規則來為客戶提供服務。
2. 此協議（合同書）適用於 GA Cloud 與用戶，訂購 GA Cloud 的產品或服務的個人、法人為用戶。
3. 當您購買 GA Cloud 的產品或服務時，您必須同意本服務條款；已經購買 GA Cloud 的產品或服務並完成支付的，視為同意本服務條款。
4. 本服務條款如同客戶親自簽字、簽章的書麵條款，對用戶和 GA Cloud 雙方同樣擁有法律效力。
5. GA Cloud 保留在任何時間修改本服務條款的權利。本條款的修改，增加或刪減在此頁更新後立即生效

第一條用戶資訊及私隱保護

1. 您應根據 GA Cloud 對於服務的要求及時提供相應的身份證明等資料，否則 GA Cloud 有權拒絕向您提供相關服務；
2. 您所填寫的用戶資料均是真實準確的，可以保證 GA Cloud 通過您所填寫的聯繫方式與您取得聯繫；
3. 用戶需要妥善保管其用戶賬號，並對該賬號進行的所有活動和事件承擔全部責任；
4. 用戶同意並授權：基於產品和服務的重要性，GA Cloud 通過其提供的用戶資訊，包括但不限於郵件、即時通訊等方式，保持與客戶間的聯絡、溝通及緊急事件處理等；
5. 任何在本網站所提交的用戶資訊，僅限用於我們為用戶提供更高效率的優質服務體驗。GA Cloud 承諾並保障為用戶資訊及客戶私隱進行保密，並在必要時銷毀數據。

第二條禁止的行為

GA Cloud 所提供的服務只允許用在合法的範圍內，GA Cloud 不會為客戶使用 GA Cloud 的服務所產生的行為負責。

GA Cloud 所提供的所有產品/服務禁止進行下列行為：



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1. 違反中華人民共和國、香港、美國法律的行為；
2. 放置木馬、病毒、駭客、色情、詐騙、私服、外掛、博彩、賭博用品、仿品站、竊聽類、弓弩槍支、仿牌網站、暴力威脅、騷擾內容、煽動仇恨/暴力、以及其他任何違反中華人民共和國及當地國家法律的內容；
3. 安裝 VPN 或其他任何網絡中轉代理服務用於銷售或者共用；
4. 除非您已經獲得作者或法律許可，否則您不能以其他任何方式複製受版權保護的音樂，軟件，書籍，或其他；
5. 發送未經接收方許可的電子郵件（垃圾郵件）；
6. 任何可能導致 GA Cloud 遭到網絡報復或影響其他用戶的行為；

經 GA Cloud 核實確認，如果用戶出現以上行為，我們將有權進行包括但不限於以下處理：要求刪除、暫停服務、中止服務、提交給相關執法部門等。

第三條網絡濫用

GA Cloud 不會允許，縱容或授權任何形式的網絡濫用，包括但不限於拒絕服務攻擊，網絡釣魚，埠掃描，SYN 洪水等。

GA Cloud 完全有權決定什麼構成濫用網絡，對客戶是否事先通知，採取適當的行動。

您不能利用 GA Cloud 的服務執行任何非法的行為，包括但不限於：

1. 任何企圖探查，掃描或測試系統或網絡的漏洞；
2. 幹擾任何用戶或服務，或網絡的正常，包括但不限於，郵件轟炸，水災，故意超載系統和廣播攻擊；
3. 密碼爆破/劫持，安全性漏洞掃描和埠掃描；
4. 不合理的使用網絡，對其他用戶造成乾擾。

第四條免責聲明

用戶使用 GA Cloud 服務器進行經營活動，應具備所在地國家相關部門的許可或批准，且禁止發布侵犯他人合法權利(包括知識產權)的內容。但 GA Cloud 沒有義務審查用戶是否具備合規許可。用戶對其經營活動所引起的任何經濟/政治/法律糾紛等問題，均由用戶自行解決並承擔所有責任。用戶須同意：如發生上述事件，GA Cloud 不對此或對協力廠商負有任何責任或義務。



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第五條付款及欠費及退款

1. 用戶需提前辦理業務續費，在業務到期時，客戶的業務將面臨暫停服務、業務取消、數據丟失的風險；
2. 產品一旦到期，您的賬戶將被暫停或刪除，我方有權在不通知客戶的情況下刪除服務數據，由此產生的數據丟失我方不承擔任何責任；
3. 用戶欠費超過 3 天，GA Cloud 將有權收取一定比例的滯納金；
4. GA Cloud 所有產品/服務，包括但不限於獨立服務器、域名、服務均不支援退款。

第六條數據安全備份

1. 由於計算機硬盤及存儲設備屬於機械物件，即使在硬體 RAID10 的環境下，也無法保證 100% 不出現任何故障。故用戶有義務負責其自身的數據安全，我們強烈建議用戶定期進行數據備份工作；
2. 由於硬體故障或客戶濫用導致的數據丟失，GA Cloud 不承擔其賠償責任，但我們將全力協助客戶恢復數據及解決問題。如果由於我方工作人員操作失誤及其他原因造成的客戶數據丟失，我們將積極地與用戶協商、恢復數據，並視具體情況為用戶提供滿意的處理方案。

第七條補償條款

因我方工作人員操作失誤原因造成的宕機、數據丟失等，用戶有權要求我方進行相應補償。以下原因造成的損失不屬於我方補償範疇：

1. 在進行服務器配置、升級、維護時，需要短時間中斷服務；
2. 由於 Internet 上的通路阻塞造成用戶網站訪問速度下降；
3. 因違反本服務條款規定造成的損失和影響；
4. 因駭客問題、電信部門技術調整和政府管制等引起的事件；
5. 因政治變動、戰爭等社會事件，及天氣、地震等自然災害等不可抗力因素。

第八條優惠與價格調整

基於市場及產品變化以及活動推廣的需要，GA Cloud 將不定期地推出各類優惠，包括適當的價格調整，GA Cloud 保留進行優惠和調整價格的全部權利。產品價格發生變動時，



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僅適用於新訂單，無法應用於已有訂單與在用業務，GA Cloud 保留隨時修改產品體系、價格且無需通知用戶的權利。

第九條爭議處理辦法

1. 對於有爭議的內容，包括但不限於被 DDOS 攻擊、政治、淫穢資訊、知識產權等任何投訴，我們將與租戶進行溝通並積極解決，並根據實際情況決定是否暫停、中止其服務；如果溝通後問題仍無法解決的，或者反復出現的，我們有權終止向該用戶提供服務且不退款；
2. 針對機房與線路出現問題的情況，包括國內外網絡運營商所造成的訪問延遲、掉包、無法訪問等不穩定情況，GA Cloud 將協助提供分析證據，不對此做出補償退款行為，但會全力與網絡運營商配合協助，並在短時間內解決問題。

第十條賬戶與其他內容

1. 所有產品與服務都被視作由服務的購買者使用，不允許多人共用同一個帳戶或者一個自然人擁有多個帳戶；
2. 帳戶餘額可用於 GA Cloud 所有產品的消費，會員帳戶餘額不可提現；
3. 網站上價格均為不含稅價格；
4. 推介計劃為一個自然人對另外一個自然人的推薦，如果發現自己推薦自己的行為，我方有權清空您的推介資訊。



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Protocol description

1. GA Cloud is the basic network service brand of GA Cloud Technology (Hong Kong) Limited, and GA Cloud Technology (Hong Kong) Limited has all the operation rights and ownership of the brand. To the extent permitted by law, GA Cloud formulates, publishes, and maintains these Terms of Service; and provides services to customers in accordance with the relevant terms and rules of this document.
2. This agreement (contract) applies to GA Cloud and users. Individuals and legal persons who subscribe to GA Cloud's products or services are users.
3. When you purchase GA Cloud products or services, you must agree to these terms of service; those who have purchased GA Cloud products or services and completed the payment are deemed to agree to these terms of service.
4. These Terms of Service are the same as the written terms signed and stamped by the customer, and have the same legal effect on both the user and GA Cloud.
5. GA Cloud reserves the right to modify these Terms of Service at any time. Modifications, additions or deletions to these terms are effective immediately after this page is updated

Article 1 User Information and Privacy Protection

1. You should provide the corresponding identification and other materials in a timely manner according to GA Cloud's service requirements, otherwise GA Cloud has the right to refuse to provide you with relevant services;
2. The user information you fill in is true and accurate, and it can be guaranteed that GA Cloud will get in touch with you through the contact information you filled in;
3. Users need to keep their user accounts properly and take full responsibility for all activities and events on the account;
4. User agrees and authorizes: Based on the importance of products and services, GA Cloud maintains contact, communication and emergency handling with customers through the user information provided by it, including but not limited to emails, instant messaging, etc.;
5. Any user information submitted on this website is only used for us to provide users with a more efficient and high-quality service experience. GA Cloud promises and guarantees the confidentiality of user information and customer privacy, and destroys data when necessary.

Article 2 Prohibited Acts

The services provided by GA Cloud are only allowed to be used within the legal scope, and GA Cloud will not be responsible for the behavior of customers using GA Cloud's services.

All products/services provided by GA Cloud are prohibited from:

1. Acts that violate the laws of the People's Republic of China, Hong Kong and the United States;
2. Placing Trojan horses, viruses, hackers, pornography, fraud, private servers, plug-ins, gambling, gambling supplies, imitation sites, eavesdropping, crossbow guns, imitation websites, threats of violence, harassment, incitement to hatred/violence, and Any other content that violates the laws of the People's Republic of China and local countries;
3. Install VPN or any other network transfer proxy service for sale or sharing;



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4. You may not reproduce copyrighted music, software, books, or otherwise in any other way unless you have obtained permission from the author or the law;

5. Send unauthorised emails (spam);

6. Any behavior that may cause GA Cloud to suffer network retaliation or affect other users;

After verification and confirmation by GA Cloud, if the user has the above behavior, we will have the right to carry out processing including but not limited to the following: request to delete, suspend service, suspend service, submit to relevant law enforcement agencies, etc.

Article 3 Internet Abuse

GA Cloud will not allow, condone or authorize any form of network abuse, including but not limited to denial of service attacks, phishing, port scanning, SYN floods, etc.

GA Cloud has full authority to determine what constitutes abusive network, and to take appropriate action with or without prior notice to customers.

You cannot use GA Cloud's services to perform any illegal actions, including but not limited to:

1. Any attempt to probe, scan or test the vulnerability of the system or network;
2. Interfere with any user or service, or the normal operation of the network, including, but not limited to, mail bombing, flooding, intentional overloading of systems and broadcast attacks;
3. Password blasting/hijacking, security vulnerability scanning and port scanning;
4. Unreasonable use of the network, causing interference to other users.

Article 4 Disclaimer

Users who use the GA Cloud server to conduct business activities should have the license or approval of the relevant departments of the country where they are located, and it is prohibited to publish content that infringes on the legal rights (including intellectual property rights) of others. However, GA Cloud is not obligated to review whether users have a compliance license. Any economic/political/legal disputes and other issues caused by the user's business activities shall be resolved by the user and shall bear all responsibilities. The user must agree that GA Cloud shall not have any responsibility or obligation to the third-party suppliers in the event of the above-mentioned events.

Article 5 Payment and arrears and refunds

1. The user needs to renew the service in advance. When the service expires, the customer's service will face the risk of service suspension, service cancellation, and data loss;

2. Once the product expires, your account will be suspended or deleted, and we have the right to delete the service data without notifying the customer, and we are not responsible for the resulting data loss;

3. If the user defaults for more than 3 days, GA Cloud will have the right to charge a certain percentage of late fee;

4. All GA Cloud products/services, including but not limited to independent servers, domain names, and services, do not support refunds.



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Article 6 Data Security Backup

1. Since computer hard disks and storage devices are mechanical objects, even in a hardware RAID10 environment, there is no guarantee that there will be no failures 100%. Therefore, users are obliged to be responsible for their own data security, and we strongly recommend that users regularly back up their data;
2. GA Cloud is not responsible for data loss due to hardware failure or customer abuse, but we will fully assist customers to restore data and solve problems. If customer data is lost due to operational errors of our staff and other reasons, we will actively negotiate with users to restore data, and provide users with a satisfactory solution depending on the specific situation.

Article 7 Compensation Clause

Users have the right to ask us to make corresponding compensations for downtime and data loss caused by our staff's operational errors. Losses caused by the following reasons are not covered by our compensation:

1. During server configuration, upgrade, and maintenance, the service needs to be interrupted for a short time;
2. The access speed of the user's website is slowed down due to the blockage of the channel on the Internet;
3. Losses and impacts caused by violation of the terms of service;
4. Incidents caused by hacking problems, technical adjustments in the telecommunications sector and government regulations;
5. Due to social events such as political changes, wars, and force majeure factors such as natural disasters such as weather and earthquakes.

Article 8 Promotion and Price Adjustment

Based on market and product changes and the needs of event promotion, GA Cloud will launch various discounts from time to time, including appropriate price adjustments. GA Cloud reserves all rights to make discounts and adjust prices. When the product price changes, it is only applicable to new orders and cannot be applied to existing orders and in-use businesses. GA Cloud reserves the right to modify the product system and price at any time without notifying users.

Article 9 Dispute Resolution

1. For the contentious content, including but not limited to any complaints about DDOS attacks, politics, obscene information, intellectual property rights, etc., we will communicate with the tenants and actively resolve them, and decide whether to suspend or suspend their services according to the actual situation; if the problem still cannot be solved after communication, or if it recurs repeatedly, we have the right to terminate the service to the user without refund;
2. In case of problems in the computer room and lines, including unstable situations such as access delay, packet loss, and inability to access caused by domestic and foreign network operators, GA Cloud will assist in providing analysis evidence, and will not make compensation or refunds for this, but We will do our best to cooperate with the network operator and solve the problem in a short time.



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Article 10 Accounts and Other Contents

1. All products and services are considered to be used by the purchaser of the service, and multiple people are not allowed to share the same account or a natural person has multiple accounts;
2. The account balance can be used for the consumption of all GA Cloud products, and the member account balance cannot be withdrawn;
3. The prices on the website are all excluding tax;
4. A referral program is a recommendation by a natural person to another natural person. If we find that we recommend our own behavior, we have the right to clear your referral information.