

Suiftly Seal Service Agreement

Version 1.0* / *Effective Date: January 15, 2025

This Terms of Service agreement ("Agreement") governs your use of the Suiftly Seal service ("Service"). By subscribing to this Service, you agree to be bound by these terms.

1. Service Level Agreement (SLA) Guarantees

Suiftly guarantees 99.9% uptime for the Seal service across all operational regions. In the event of service degradation below this threshold:

- Customers will receive service credits proportional to downtime
- Planned maintenance windows are excluded from SLA calculations
- Geographic failover is automatic and does not constitute downtime

2. Acceptable Use Policy

Users of the Seal service must comply with the following acceptable use guidelines:

- Service must not be used for illegal activities or malicious purposes
- Users must not attempt to circumvent security measures or rate limits
- Excessive bandwidth consumption beyond subscribed tier may result in throttling
- Users must not resell or redistribute service access without written authorization

3. Data Privacy and Security Commitments

Suiftly is committed to protecting customer data and maintaining security:

- All API requests are encrypted in transit using TLS 1.3 or higher
- Customer API keys and secrets are stored using industry-standard encryption
- Suiftly does not access or log the contents of sealed packages

- Metadata (request counts, timestamps, IP addresses) is retained for 90 days for billing and security purposes
- Customer data is not shared with third parties except as required by law

4. Billing Terms and Conditions

Subscription billing operates as follows:

- Monthly subscriptions are billed in advance on the subscription date
- Pay-as-you-go credits are charged separately and do not expire
- Payment is processed via Sui blockchain wallet transactions
- Failed payments result in service suspension after 7-day grace period
- Refunds are issued as service credits, not cash refunds

5. Service Limitations and Restrictions

The Seal service has the following limitations:

- Guaranteed bandwidth as specified in your subscription tier
- Burst capacity available for Pro and Business tiers (subject to fair use)
- Geographic distribution across 3 regions (US-East, US-West, EU-Frankfurt)
- Maximum package size: 1 GB per sealed object
- API rate limits as specified in tier documentation

6. Subscription Changes and Cancellation

Customers may modify their subscriptions as follows:

- Upgrades take effect immediately with prorated billing
- Downgrades take effect at the next billing cycle
- Cancellation must be requested before billing date to avoid charges
- Upon cancellation, service continues until end of paid period
- Pay-as-you-go credits remain available for 12 months after cancellation

7. Termination and Refund Policy

Suiftly reserves the right to terminate service for:

- Violation of acceptable use policy
- Non-payment after grace period expiration
- Fraudulent activity or abuse of service

Upon termination: - Service access is immediately revoked - No refunds are provided for monthly subscription fees - Unused pay-as-you-go credits may be refunded at Suiftly's discretion

8. Liability Limitations

To the maximum extent permitted by law:

- Suiftly's liability is limited to the amount paid for service in the prior 12 months
- Suiftly is not liable for indirect, incidental, or consequential damages
- Service is provided "as is" without warranties beyond the SLA
- Customers are responsible for backing up data and maintaining redundancy

9. Dispute Resolution Procedures

In the event of disputes:

- Customers must first contact Suiftly support to attempt resolution
- If unresolved, disputes will be settled through binding arbitration
- Arbitration will be conducted under the rules of the American Arbitration Association
- Jurisdiction is limited to the courts of Delaware, United States

10. Changes to Terms

Suiftly reserves the right to modify these terms:

- Customers will be notified 30 days prior to material changes

- Continued use of service after notification constitutes acceptance
- Customers may cancel service if they do not agree to changes

11. Contact Information

For questions about these terms or the Seal service:

- Email: support@suiftly.com
- Website: <https://suiftly.com>
- GitHub: <https://github.com/mario4tier/suiftly-co>

By subscribing to this service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

Last Updated: January 15, 2025