

Terms of Service

DRAFT FOR REVIEW - NOT YET ADOPTED

Effective date remains pending. Publishing this copy does not establish acceptance.

Draft updated October 2, 2026. Effective date: pending adoption. These proposed terms are published for review; viewing or downloading them does not create a service agreement, authorize charges or activate hosting.

Product, provider and availability

OpenHost is a hosting product being developed by Digifender LLC ("Digifender," "we," "us") for developers and small teams. A static public preview is available at openhost.pro. Customer sign-in, hosting, payments and AI actions are not available there. This draft does not activate those services or create a customer agreement. The initial commercial launch is planned for the United States, billed in US dollars.

The planned catalog includes serverless applications, containers, virtual private servers, connected domains and supporting storage, databases and operational tools. Services would use upstream infrastructure, with Cloudflare and DigitalOcean as the preferred providers. Features, locations and reseller arrangements remain subject to verification. A product description or planning price is not an available offer.

The Digifender company website has its own website terms and privacy notice. These OpenHost drafts do not govern Whumpo, ChapelCloud or LabThrift. Any preview access must identify its actual scope and applicable agreement separately.

Eligibility and workspace authority

The proposed service is for adults who can enter a binding agreement. If you act for an organization, you must have authority to bind it and authorize its use of the service. Provide accurate account and billing information, protect credentials, and promptly report suspected unauthorized access.

Workspace owners would manage membership, roles, spending permissions and connected services. Grant only the access each person or machine needs. Removing a member or revoking a token does not automatically undo completed actions or destroy resources. Account recovery must verify authority; possession of a project URL alone does not establish ownership.

Orders, metered charges and budgets

Before a paid service is activated, the order must show the workspace fee, selected resource charges, included allowances, usage units, applicable taxes, renewal terms and cancellation process. Infrastructure, AI usage, domains, backups and managed operations may be separate line items. No price or charge is authorized by this draft.

The planned billing model combines a workspace subscription with bounded allowances and separately priced resources. Overages require an explicit choice. An estimate or alert is not a guarantee of a final invoice or an

absolute spending cap: retained storage, reserved servers, work already in progress and delayed provider measurements may continue to incur disclosed charges.

Powering off a server, pausing an application, disconnecting a repository or stopping new deployments may leave billable resources in place. The cancellation process must identify those resources, their remaining costs and the action needed to remove them. Duplicate operation retries must not create duplicate retail charges for the same billable event.

Refunds, credits, purchased-credit expiry, proration, payment deadlines and nonpayment grace periods remain to be finalized before paid activation. They must be disclosed with the applicable offer. Contact us about an incorrect charge; nothing in this draft waives rights available under law or through a payment provider.

Your applications, data and licenses

You retain your rights in source code, applications, content and data you submit. The proposed service license permits Digifender and the necessary providers to store, build, run, transmit, display and back up that material only to deliver authorized services, protect them and meet legal obligations. It does not transfer ownership of your material or grant permission to use private content in advertising or to train a general-purpose AI model.

You must have the rights and permissions needed for your code, dependencies, images, domains and data. Third-party software and model licenses remain applicable. You control what your applications publish and collect and must provide appropriate notices, permissions and lawful handling for your own users. A separate data-processing agreement is required where applicable; this draft does not supply an executed one.

AI assistance and delegated operations

The planned AI operator would help inspect systems, explain failures, prepare changes and perform authorized operations. Access to a conversation does not grant unlimited authority. A specific reviewed plan or explicit standing permission must bound affected resources, actions, spending and duration. Domain purchases, destructive deletion and access changes require the corresponding permission.

AI suggestions can be incomplete or wrong. Review changes, dependencies and licensing before relying on them. Generated material may resemble other outputs and is not guaranteed to be unique, noninfringing or suitable for a particular purpose. Use the supported secret-entry controls rather than putting credentials in chat. Model context and retention are described in the Privacy Policy.

Revoking permission or cancelling an operation should stop further work within the system's supported controls, but cannot promise to reverse completed purchases, delete every residual resource or restore lost data. Receipts must distinguish an accepted request, partial completion, failure and a verified outcome. AI inside a customer's own application is a separate capability with separate authorization and costs.

Hosting, management, backups and domains

The selected service description must identify the actual provider, resource type, region options, storage durability and supported operating tasks. A self-managed VPS does not include operating-system administration, patching, application support or guaranteed recovery. Managed operations must name the supported tasks and responsibility boundaries.

Keep suitable independent copies of important code and data. Backup frequency, retention, restore scope and export formats must be specified and tested for the selected service. A snapshot, successful backup request or healthy control panel does not itself prove an application can be restored. No uptime SLA, recovery-time guarantee, 24-hour support or regulatory certification is offered by this draft.

Connecting an existing domain is separate from buying or renewing one. If registration is later offered, the order must disclose the registrar, registrant ownership, renewal choice, transfer process, expiry dates and any premium or restoration charges. Cancelling a workspace must address the domain's disposition separately. A completed registration may have different refund restrictions from hosting; those restrictions must be disclosed before purchase.

Acceptable use, suspension and closure

The Acceptable Use Policy proposes the rules for customer workloads. Proportionate restrictions may be needed for security incidents, abuse, legal requirements or unpaid charges under an adopted payment policy. Where lawful and practicable, the proposed process provides a reason, notice, a way to respond and an opportunity to retrieve permitted data. Urgent risks may require immediate restriction.

Closing an account, ending a subscription, deleting resources and erasing personal information are distinct actions. Before closure, the service must explain remaining resources, export opportunities, deletion consequences, domain options, final charges and applicable retention. No particular grace period or instant erasure from provider backups has been adopted. Applicable law and legal holds may require limited retention.

Responsibility, disputes and changes

Technical services can fail, and third-party availability and network conditions affect results. Specific warranties, liability allocation, dispute procedures and governing-law provisions remain open for review before these terms become an agreement. This draft does not impose arbitration, a class-action waiver, a liability cap or a waiver of non-excludable rights.

Before adoption, Digifender must finalize commercial terms and operational commitments, publish a dated version and obtain the acceptance required for the actual service. Material later changes must be communicated with any notice or renewed agreement required by law and the adopted contract. Posting this draft does not change an existing agreement.

Contact

Questions about these proposed terms can be sent to legal@digifender.com, by telephone at (833) 633-9838, or by mail to Digifender LLC, 9169 W State St #884, Garden City, ID 83714, United States. No support response time is promised by this contact listing.