The CloudBank initiative, a collaboration of The Regents of the University of California, San Diego, the University of Washington("UC"), on behalf of its San Diego and Berkeley campuses, and the University of California, Berkeley Washington(collectively, "Institutions") offers services and support to the computer science research and education community for access to public cloud resources, funded via the National Science Foundation's (NSF) Cloud Access program. Whereas CloudBank provides access to these resources, the resources themselves are hosted and operated by public cloud providers. It is important that all users are aware of and abide by the Acceptable Use Policy governing access to CloudBank and how these policies relate to those of the public cloud providers. You should not access or use CloudBank until you have carefully read and agreed to this Policy. Failure to adhere to this Policy may result in suspension or cancellation of the user's project and associated resource allocation, and deactivation of all associated logins. Violations of this Policy will be addressed through the CloudBank project partners and/or legal authorities, and may affect the future access to CloudBank and NSF funding.

This Policy addresses access to the CloudBank user portal and public cloud providers, with scope and distinctions noted below. User agreement with this Policy applies to all future CloudBank related portal use, allocations, and management.

This document refers to Principal Investigators (PI), which are those who are awarded allocations to CloudBank, and Users, which comprise any individual who has an account under such allocations. A PI is also a User.

Agreement to Policy
Users agree to abide by this Policy. By using or accessing CloudBank, Users signify their agreement to be bound by this Policy. Failure to do so may lead to disciplinary actions described herein. CloudBank reserves the right to modify this Policy at any time and will publish notice of any modifications. By continuing to access or use CloudBank after notice of such modifications has been published, you signify your agreement to be bound by the modifications.

User Age and Eligibility
Use of or participation in CloudBank is restricted to those individuals who have registered; who have agreed to this Policy; who are 18 years of age and over, emancipated minors, or who possess parental or legal guardian consent; and who are fully able and competent to agree to this Policy, terms, conditions, obligations, affirmations, representations and warranties herein.

Any use or access by anyone under the age of 13 is prohibited. If you are under 13 years of age, do not use CloudBank. By accessing or using CloudBank, you affirm that you are at least 13 years old and meet the eligibility requirements.

All Users
If you are a User, you agree not to:

Violate local, state, national, or international law or breach any of your contractual obligations or fiduciary duties;

Share your CloudBank or public cloud User Credentials, or do anything that might put your account at risk;

Use public cloud resources for any purpose other than to perform work consistent with the project goals set forth in the NSF awards associated with individual Principal Investigators;

Use CloudBank or public cloud resources for commercial purposes, financial gain, personal gain, or any unlawful purpose;

Create more than one CloudBank portal account per person, unless otherwise approved in writing by CloudBank;

Circumvent or try to circumvent login procedures or otherwise attempt to gain access where it has not been granted;

Attempt to access any other user's account;

Reproduce, transfer, sell, resell, or otherwise misuse any content from CloudBank, unless specifically authorized to do so;

Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so;

Break or circumvent our authentication or security or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so;

Try to interfere with any user, host, or network, for example by sending a virus, malware, overloading, spamming, or mail-bombing;

Impersonate or misrepresent your affiliation with any person or entity;

Encourage or help anyone do any of the above.

Principal Investigators (PIs)
If you are a Principal Investigator, you agree that:

You shall notify CloudBank when project Users' accounts should be deactivated due to the departure of the User or completion of the project;

You shall be responsible for ensuring that Users are conducting work on the CloudBank user portal and public cloud provider as part of their project, and that they observe the Acceptable Use Policy described herein;

You shall be responsible for ensuring that your usage and billing data does not contain any personally identifiable information (other than that which is needed to normally administer the account);

You shall ensure that CloudBank has access to public cloud cost and usage records for projects awarded via CloudBank.

If you are a PI, you further acknowledge and understand that CloudBank will use information about public cloud cost and usage records as part of its regular reporting to NSF. Some of this information may be public as part of CloudBank's Broader Impacts work.

Third-Party Policies
CloudBank public cloud resources are physically located at public cloud providers and Users are subject to the policies of those providers. It is the responsibility of Users to understand and accept the terms and conditions of those providers. These include, but are not limited to, for example:

Microsoft Azure: https://azure.microsoft.com/en-us/support/legal/subscription-agreement

Google Cloud: https://cloud.google.com/terms/aup

AWS: https://aws.amazon.com/aup

Disciplinary Actions
Notwithstanding any action that might be taken by public cloud providers, disciplinary actions for infractions of the Acceptable Use Policy include, but are not limited to, the following:

Written or verbal warnings;

Revocation of access privileges to CloudBank;

Termination of project(s) on CloudBank;

Referral to law enforcement authorities.

Account Deactivation Policy
CloudBank reserves the right to deactivate Accounts for any of the following reasons:

PI Request for User Deactivation
A user deactivation request by a PI will result in the user being denied access to use the PI's project's allocation.

Project Expiration
Upon project completion, all accounts (PI and users) will be immediately denied access to the allocation. The project completion date shall be determined at the time of the award, and may be extended under criteria established by NSF and Cloudbank.

Overrun of Allocation
In the event of an overrun of allocation, PI and users will be immediatelymay be denied access to the allocation. PI and users of a project associated with the PI will receive notifications when they have 20%, 10%, and 5% of their allocation remaining and thus will have opportunities to take action to avoid cost overruns. In the event that they exhaust their allocations, they will have access to the CloudBank portal for the purpose of reviewing their usage.

Violation of Policy
Any user account determined to be in violation of this policy will be subject to the Disciplinary Actions described above, and may immediately be denied access to CloudBank and associated cloud provider accounts without notification depending on the severity of the event.

Termination Rights
You agree that CloudBank, in its sole discretion, may request from the NSF that your use of or access to CloudBank be terminated for any reason or no reason and at any time; CloudBank shall not have any liability to you for such a request.

Enforcement and Violations
Upon receiving notice or information that you have violated these Terms or any applicable law or policy, CloudBank may temporarily suspend your privileges pending further proceedings.

A User accused of a violation will be notified in writing of the charge(s) and will have an opportunity to respond in writing before CloudBank makes a final decision about the violation or imposes a permanent sanction. Appropriate cases will be referred to appropriate law enforcement authorities.

In addition to sanctions available under applicable law and policies, CloudBank may impose a temporary or permanent reduction or elimination of access privileges to CloudBank.

If CloudBank believes it necessary to preserve the integrity of computing and communication resources or data, CloudBank may temporarily suspend any account, whether or not the account User is suspected of any violation.

Use of Protected Software and Data
In no cases will PIs or users store these protected categories of data on the CloudBank user Portal. The terms of specific NSF-awarded projects may permit PIs and Users to install or use software or data on public cloud providers that falls under protected categories, including for example: International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), Personally Identifiable Information (PII), and other protected data. The management of such data and software is entirely the responsibility of the PI and project users and must adhere to security guidelines associated with that data, the governing policies of the specific public cloud providers, and the PIs institution. In no cases will PIs or users store these protected categories of data on the CloudBank user portal.

Violations of this policy may result in the immediate removal of said software and/or data and deactivation of related projects, allocations, and user accounts.

Data Retention
Unless agreements between PIs and public cloud providers specify otherwise (e.g., for a specific public dataset) data hosted in public cloud debits a project's funding allocation. Therefore, as PI, you agree that you shallo review these charges and take steps to migrate data from the cloud, specifically that billed to the project via their Cloudbank award, prior to the termination of your allocations. You acknowledge and understand that all data associated with an allocation will be removed from public cloud upon expiration of the project. CloudBank is not responsible for the backup, recovery, or costs associated with project data hosted in the public cloud.

User Support
CloudBank users are encouraged to request assistance when necessary. All requests for support must be submitted by emailing help@cloudbank.org.

Refund Requests
Users may submit Service Credit requests for services that terminate abnormally and can be attributed to hardware and system software failure. Users shall implement safeguards such as snapshotting to minimize the amount of lost time due to hardware or system software failure. Requests for Service Credit refunds should be made by sending e-mail to help@cloudbank.org. The request should include information to assist CloudBank staff in reviewing the root cause, such as usage records, job log files, error messages, and amount of the refund.

User News
Information regarding important CloudBank activities, including system availability and upgrades, training classes, allocation renewal notifications, and holiday consulting coverage may be communicated to the user community via the CloudBank user portal and CloudBank User News. Users are automatically subscribed to CloudBank User News. Users may unsubscribe from User News, but then must assume responsibility and outcomes for not receiving User News via email by finding the information in the appropriate locations on the CloudBank user portal.

Acknowledgement of CloudBank in Publications
An acknowledgement of support from the CloudBank project and the National Science Foundation shall appear in any publication of material, whether copyrighted or not, that describes

work which benefited from access to CloudBank resources.

Disclaimer of Warranties
CloudBank and any associated services and any information, products or services therein are provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for use of a particular purpose, or noninfringement.

Institutions does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy, or completeness of CloudBank, any associated services, sites within CloudBank, information obtained from CloudBank, or link to a site. Institutions does not warrant that CloudBank will operate in an uninterrupted or error-free manner or that CloudBank and associated services are free of viruses or other harmful components. You agree and acknowledge that use of CloudBank or of information obtained from or through CloudBank is at your own risk.

Without limiting the foregoing, Institutions does not warrant that (a) CloudBank will meet your requirements or expectations or achieve the intended purposes, (b) CloudBank will be free of outages, interruptions, delays, security flaws, and errors, (c) the information obtained from CloudBank and associated services will be accurate, complete, current, error-free, completely secure or reliable, (d) that you will be able to transmit or receive information from or through CloudBank or (e) that defects in or on CloudBank will be corrected.

Proprietary Rights
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You will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. You agree to comply at all times with California Education Code Section 92000.

Severability; Waiver
If a particular provision of this Policy is not enforceable, this will not affect any other terms. If you do not comply with this Policy, and Institutions does not take immediate action, this does not indicate that Institutions relinquishes any rights that it may have, including taking action in the future).