

HostNodeX

Terms of Service

Version 1.0 – Effective September 2025

1. Introduction

1.1 These Terms of Service ("Terms") constitute a legally binding agreement between HostNodex, headquartered in Malmö, Sweden ("HostNodex", "we", "our", "us"), and you, the customer ("you", "your", "user"), governing your use of HostNodex's website, products, and Virtual Private Server ("VPS") hosting services ("Services").

1.2 By registering an account or using our Services, you accept and agree to these Terms in full. If you do not agree, you must not use the Services.

1.3 These Terms apply to all interactions between HostNodex and its customers, except where specific supplemental agreements apply.

2. Definitions

2.1 "Services" means VPS hosting and related services offered at hostnodex.com.

2.2 "Customer Content" means all data, files, applications, and materials uploaded or stored by the customer.

2.3 "Subscription" means recurring monthly or yearly payment granting access to the Services.

2.4 "Acceptable Use Policy (AUP)" means the rules governing lawful and proper use of our Services, incorporated herein by reference.

2.5 "Business Customer" means any customer using the Services for professional or commercial purposes.

3. Scope of Agreement

3.1 These Terms apply to all use of the Services by natural persons and legal entities.

3.2 They supersede any prior written or oral agreements between you and HostNodex.

3.3 Supplemental terms may apply to specific Services; in case of conflict, supplemental terms take precedence.

4. Account Registration & Eligibility

4.1 Customers must be at least 18 years of age to register an account.

4.2 Customers must provide accurate, complete, and current registration details at all times.

4.3 Customers remain responsible for maintaining the confidentiality of their login credentials and for all activities under their account.

4.4 HostNodex reserves the right to request identity verification (Know Your Customer, “KYC”) in accordance with applicable law and internal policies.

4.5 Business Customers may be required to provide company registration numbers and VAT identification.

5. Service Description

5.1 HostNodex provides VPS hosting through infrastructure partners.

5.2 Services include compute, storage, and network resources as described on hostnodex.com.

5.3 HostNodex does not guarantee uninterrupted or error-free operation of the Services.

5.4 HostNodex is not responsible for software installed by customers or third parties.

5.5 Services are provided “as is” and “as available.”

6. Payments, Fees & Taxes

6.1 Services are billed in advance on a subscription basis (monthly or yearly).

6.2 Payments are processed securely via Stripe; other payment methods may be introduced.

6.3 All fees are charged in Euro (EUR) unless otherwise stated.

6.4 VAT will be applied in accordance with EU law based on the customer’s billing address.

6.5 Customers authorize recurring charges until cancellation.

6.6 Failure to pay may result in suspension or termination of Services.

6.7 Customers are responsible for any bank fees, exchange rate charges, or payment provider fees.

6.8 HostNodex may adjust fees with 30 days’ notice; continued use constitutes acceptance.

7. Refunds, Right of Withdrawal & Cancellation

7.1 EU consumers have a statutory right to withdraw from a contract within 14 days of purchase, unless they request immediate activation of the VPS.

7.2 Refunds are provided only where Services cannot be delivered or as required by law.

7.3 Partial refunds for unused subscription periods are not guaranteed.

7.4 Cancellation is available via the customer dashboard or Stripe Billing Portal.

8. Customer Obligations & Acceptable Use

8.1 Customers must comply with all applicable laws and the HostNodex Acceptable Use Policy (AUP).

8.2 Prohibited uses include but are not limited to spam, malware hosting, phishing, denial-of-service attacks, and unauthorized system access.

8.3 Customers must not use Services in violation of intellectual property laws, export controls, or sanctions regulations.

8.4 HostNodex reserves the right to investigate and suspend Services without notice in case of suspected abuse.

9. Intellectual Property Rights

9.1 HostNodex retains ownership of all intellectual property in its Services, software, and trademarks.

9.2 Customers retain ownership of their content but grant HostNodex a limited license to host, transmit, and process it solely for providing Services.

9.3 Customers must ensure they have the legal right to upload and use their content on HostNodex infrastructure.

10. Account Security & Customer Responsibilities

10.1 Customers must maintain strong, secure passwords.

10.2 Customers are responsible for proper configuration and maintenance of their software.

10.3 HostNodex is not liable for breaches caused by customer negligence.

11. Service Availability & SLA Disclaimer

11.1 HostNodex targets 99% monthly uptime but does not guarantee it.

11.2 Scheduled maintenance will be communicated via dashboard or email.

11.3 Downtime due to force majeure or third-party provider failures is excluded.

12. Data Retention & Backups

12.1 HostNodex does not guarantee data backups unless explicitly offered as an additional service.

12.2 Customers are responsible for ensuring they maintain adequate backups of their data.

12.3 Upon termination, HostNodex may permanently delete all customer data.

13. Termination & Suspension

13.1 HostNodex may suspend or terminate Services for violation of these Terms, non-payment, or legal obligations.

13.2 Customers may terminate their subscription at any time via the dashboard or billing portal.

13.3 Termination does not relieve the customer of outstanding payment obligations.

13.4 Data may be permanently deleted upon termination.

14. Amendments to the Terms

14.1 HostNodex may modify these Terms from time to time with reasonable notice.

14.2 Customers will be notified of updates via email or dashboard notifications.

14.3 Continued use of Services after changes constitutes acceptance.

15. Limitation of Liability

15.1 HostNodex shall not be liable for indirect, incidental, or consequential damages including loss of profits, goodwill, or data.

15.2 Total liability is limited to the fees paid by the customer in the three months preceding the claim.

16. Indemnification

16.1 Customers agree to indemnify, defend, and hold harmless HostNodex from claims, damages, and expenses arising from misuse of Services or violation of these Terms.

17. Data Protection & Privacy

17.1 HostNodex processes personal data in accordance with GDPR.

17.2 Customers acknowledge that HostNodex uses subprocessors including Stripe and infrastructure providers.

17.3 Customers retain rights under GDPR including access, rectification, and erasure.

18. Export Controls & Sanctions Compliance

18.1 Customers must not use Services in violation of EU, UN, or Swedish sanctions and export control laws.

19. Force Majeure

19.1 HostNodex shall not be liable for failure to perform due to events beyond its reasonable control including natural disasters, war, terrorism, strikes, or internet outages.

20. Governing Law & Jurisdiction

20.1 These Terms shall be governed by Swedish law.

20.2 Disputes shall be resolved in Malmö District Court, unless EU consumer law provides otherwise.

21. Consumer Rights & ADR

21.1 Consumers in the EU may lodge complaints with the Swedish National Board for Consumer Disputes (ARN).

21.2 Consumers may also use the European Online Dispute Resolution platform.

22. Notices & Communications

22.1 HostNodex may provide notices to customers via email or through the dashboard.

22.2 Such notices shall be deemed received upon dispatch.

23. Entire Agreement, Severability, Waiver

23.1 These Terms, together with referenced policies, constitute the entire agreement between HostNodex and the customer.

23.2 If any provision is held invalid, the remaining provisions remain in effect.

23.3 Failure to enforce any right or provision shall not constitute a waiver.

24. Contact Information

HostNodex

Malmö, Sweden

Email: support@hostnodex.com

Website: <https://hostnodex.com>