# Terms of Service

**Version:** TOS-2026.1

**Effective Date:** 10.02.2026

**Legal Contact:** legal@hub-hosting.com

**Jurisdiction:** Ireland / European Union

## 1. Scope and Agreement

This Terms of Service ("Agreement") outlines the conditions under which Hub Hosting ("Provider") offers managed digital services to the customer ("Client"), specifically:

- **Fully Managed Web Hosting**
- **Fully Managed VPS**
- **Fully Managed Cloud Storage**
- **Commercial Domain Name Registration**

This Agreement is applicable to clients located within the **European Economic Area (EEA)** and other jurisdictions where EU laws are enforceable.

## 2. Legal and Regulatory Framework

This Agreement is governed by and compliant with the following:

- **GDPR (EU 2016/679)**
- **NIS2 Directive (EU 2022/2555)**
- **EU Consumer Rights Directive (2011/83/EU)**
- **ePrivacy Directive (2002/58/EC)**
- **Digital Services Act (EU 2022/2065)**
- **Irish Data Protection Act 2018**
- **ISO/IEC 27001:2022 and ISO/IEC 27035:2023**

## 3. Definitions

**Client:** A person, business, or organization using the Provider's Services.

**Services:** Fully managed hosting, VPS, cloud storage, or domain services.

**Personal Data:** Defined by GDPR as any information relating to an identifiable individual.

**SLA:** Service Level Agreement specifying uptime, backup, and incident handling terms.

**DPA:** Data Processing Agreement (Annex A).

**Applicable Law:** EU and Irish legal and regulatory obligations.

**4. Account Setup and Verification**

Clients must provide accurate, complete, and current registration and billing details. The Provider reserves the right to verify identities in compliance with anti-abuse, cybersecurity, and anti-money laundering obligations under NIS2 and EU AMLD5 directives.

Failure to maintain current information may result in service restriction or termination.

**5. Fully Managed Service Responsibilities**

All services are **fully managed** by the Provider, including:

- Infrastructure setup, patching, and updates
- Monitoring, response, and vulnerability management
- Security hardening (firewall, access controls, logging)
- Daily backups and restoration assistance
- Compliance with industry best practices (ISO/IEC 27001)

Clients are not permitted to interfere with the managed environment unless explicitly authorized.

**6. Client Responsibilities**

The Client remains solely responsible for:

- Legal compliance and licensing of their content
- Use of third-party integrations or applications
- User access controls for any sub-users or integrations
- Ensuring usage does not breach EU or national laws

**7. Data Protection and Privacy**

The Provider acts as **Data Processor**, the Client as **Data Controller**, under GDPR.

All processing is governed by the **Data Processing Agreement (Annex A).**

- Data centers are located within the **EEA** or **adequate jurisdictions**
- Sub-processors are disclosed transparently
- Data breaches are reported to the Data Protection Commission (Ireland) and affected clients within **72 hours**

**8. Acceptable Use and Abuse Policy**

Use of Services for any of the following is strictly prohibited:

- Spam, phishing, malware distribution
- Hosting prohibited or abusive content

- Illegal activity, denial-of-service attacks, or abuse of network resources

The Provider may suspend or terminate services immediately for violations. Procedures are outlined in **Annex C - Abuse Policy**.


### 9. Payments, Invoicing, and Taxes

All Services are **prepaid**

- Accepted payment methods: **Credit/Debit Card** or **SEPA Bank Transfer**
- Pricing is in **EUR**, excluding VAT unless otherwise stated

Clients must pay invoices in full by the specified due date. A **5-day grace period** applies to late payments.

If full payment is not received within **7 calendar days after the due date**, the Provider reserves the right to:

- **Suspend** access to the affected services
- **Permanently delete** all related content, files, databases, backups, and configurations without further notice

Deleted data cannot be recovered. The Provider bears no liability for any loss due to non-payment.


### 10. Consumer Withdrawal Rights (14-Day Rule)

In accordance with EU Directive 2011/83/EU, individual consumers may withdraw from this Agreement within **14 days** of purchase, provided services have not been fully delivered. Clients **waive** this right by requesting **immediate activation** of services.

**Non-refundable items include:**

- **Domain name registrations and renewals** (processed in real-time and permanent)
- Provisioned **Managed VPS**
- Provisioned **Managed Cloud Storage**
- **SSL certificates** or third-party software licenses
- **Custom-configured environments**

Refunds (where applicable) are processed within **14 business days** of valid cancellation.


### 11. Backups and Recovery

Daily infrastructure-level backups are provided as part of the SLA. Restoration is offered upon request and subject to retention timelines. Clients are advised to maintain independent application-level backups for business continuity.

**12. Limitation of Liability**

The Provider's total liability is limited to the amount paid by the Client for the affected service during the **preceding 12 months**.

Payment and commitment models by service type:

- **Fully Managed Web Hosting** - Paid **annually (12 months only)**
- **Fully Managed VPS / Cloud Storage** - Paid **monthly, quarterly, semi-annually, or annually** based on Client selection

The Provider shall not be held liable for:

- Indirect or consequential damages
- Data loss caused by user-side issues, third-party apps, or expired accounts
- Business interruption or revenue loss

Nothing in this Agreement excludes liability for personal injury, gross negligence, or fraud.

**13. Force Majeure**

Neither party shall be liable for service disruptions caused by events outside their control, including:

- Natural disasters
- Internet infrastructure failures
- Cyberattacks or ransomware
- Government actions

If such an event persists for more than 30 days, either party may terminate the affected service.

**14. Confidentiality**

Each party agrees to treat all exchanged non-public data and information as confidential. This obligation lasts for **5 years** after termination. Exceptions include:

- Publicly available information
- Required disclosures under law
- Independent development without reference

**15. Termination**

- Services may be terminated by either party with **30 days' written notice**
- Immediate termination applies in cases of abuse, fraud, or regulatory violation
- Data is retained for **10 days after termination**, unless otherwise required by law

**16. Governing Law and Jurisdiction**

This Agreement is governed by the laws of **Ireland** and applicable **EU regulations**. Jurisdiction lies with the courts of **Cork, Ireland**, except where EEA consumer protections apply.

**17. Language**

The Agreement is drafted in **English**, which is the legally binding version. Translations, if provided, are for convenience only.

**18. Annexes**

The following annexes form an integral part of this Agreement:

- Annex A - Data Processing Agreement (GDPR)
- Annex B - Service Level Agreement (SLA)
- Annex C - Abuse and Acceptable Use Policy (AUP)
- Annex D - Refund and Withdrawal Policy