Hub Hosting - Terms of Service

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Official Legal Contact: legal@hub-hosting.com

PREAMBLE

This Terms of Service ("Agreement") governs the relationship between Hub Hosting ("Provider") and its clients ("Client") regarding the use of hosting, VPS, domain, SSL, and associated digital infrastructure services.

This document is drafted in compliance with Irish and European Union law and aligned with the principles of GDPR, DPA, NIS2, ISO/IEC 27001:2022, SOC 2 Type II, SOC 3, and the Consumer Rights Act 2022.

WHEREAS, Hub Hosting operates under the principles of integrity, transparency, and accountability; and

WHEREAS, the Client agrees to use the Services in compliance with applicable law and ethical standards;

NOW, THEREFORE, both parties agree to the following terms and conditions:

1. DEFINITIONS

For the purposes of this Agreement:

- "Client" – Any individual, organization, or entity subscribing to Hub Hosting services.
- "Services" – Hosting, VPS, domain, SSL, or related managed infrastructure.
- "Personal Data" – Any data defined as personal under the EU General Data Protection Regulation (GDPR).
- "SLA" – The Service Level Agreement defining uptime, performance, and backup obligations.
- "Abuse Policy" – The separate Hub Hosting Spam & Abuse Policy.
- "Applicable Law" – All laws, directives, and regulations of Ireland and the European Union.

2. Account Creation and Contact Information

Summary:

Accurate and verifiable client information is required to ensure regulatory, security, and operational compliance.

Clients must provide valid, complete, and accurate contact and billing information at the time of registration and must keep such information up to date throughout the duration of the Services.

Failure to maintain accurate or current details may result in service suspension, limitation, or termination in accordance with this Agreement.

Hub Hosting reserves the right to request identity verification (including proof of business registration or valid government-issued identification) for the purposes of fraud prevention, compliance with anti-abuse and anti-money laundering regulations, or to meet legal and cybersecurity obligations under Irish and EU law.

All information provided by the Client will be processed in accordance with the Hub Hosting Privacy Policy and the EU General Data Protection Regulation (GDPR – EU 2016/679).

3. User Content and Account Security

Summary: Clients are fully responsible for the legality, integrity, and security of their hosted content and accounts.

Clients assume full responsibility for all data, files, and digital content stored, transmitted, or otherwise processed through their hosting accounts. Clients must implement adequate security controls appropriate to their use case, including secure password management, regular updates, malware scanning, and configuration hardening.

Hub Hosting operates under a shared-responsibility model. The Provider ensures the security and availability of the underlying infrastructure, while Clients are responsible for the security of their websites, applications, and user data hosted within their environment.

Hub Hosting shall not be held liable for unauthorized access, data breaches, or misuse arising from Client-side vulnerabilities, weak passwords, outdated software, or misconfiguration of hosted services.

Clients are encouraged to implement multi-factor authentication (MFA), maintain secure access credentials, and conduct regular backups in accordance with best practices.

4. Hub Hosting Content

Summary: Hub Hosting retains full ownership of its proprietary software, configurations, systems, templates, and documentation. Use by Clients is limited to what is necessary for service operation under this Agreement.

All proprietary materials, software systems, control panels, configurations, templates, documentation, user interfaces, designs, trademarks, and other content made available as part of the Services remain the exclusive intellectual property of Hub Hosting or its licensors.

Clients are granted a limited, non-exclusive, non-transferable, and revocable license to use such materials solely for the duration of the Services and only for their intended purpose.

Any reproduction, redistribution, resale, sublicensing, reverse engineering, or modification of Hub Hosting's proprietary systems or content—without prior written authorization—is strictly prohibited and constitutes a material breach of this Agreement.

Hub Hosting retains all rights not expressly granted herein, including all copyright, trademark, and trade secret rights.

5. Zero Tolerance Spam Policy & Abuse Procedure

Summary: Hub Hosting enforces a strict zero-tolerance policy against spam, phishing, malware distribution, or any form of network abuse across all hosted environments.

Hub Hosting maintains and enforces a Zero Tolerance Spam and Abuse Policy applicable to all Clients and Services. This includes, but is not limited to:

- the sending of unsolicited bulk or commercial email ("spam"),
- hosting or facilitating phishing, malware, or fraudulent websites,
- engaging in denial-of-service (DoS/DDoS) activities,
- or distributing illegal, harmful, or deceptive content.

Accounts found to be in violation of this Policy may be immediately suspended or terminated without prior notice to protect network integrity, other clients, and the public interest.

Hub Hosting reserves the right to investigate any reported abuse, collect and preserve evidence, and cooperate with relevant law enforcement or regulatory authorities as required under NIS2 Directive (EU 2022/2555) and applicable Irish law.

Detailed procedures for abuse handling, reporting, and appeals are described in the Hub Hosting Spam & Abuse Policy (Annex C), which forms an integral part of this Agreement.

6. Payments and Billing

Summary: All Hub Hosting services operate on a prepaid billing model and are subject to timely payment in accordance with applicable tax and consumer regulations.

All Services provided by Hub Hosting are billed in advance and payable prior to activation or renewal. The Client agrees to maintain valid payment details and to ensure that all invoices are settled on or before the due date stated on the invoice.

A grace period of five (5) calendar days applies to overdue accounts. If payment is not received within this period, Hub Hosting reserves the right to suspend or terminate the affected Services without further notice.

Accepted payment methods include credit or debit card, PayPal, and bank transfer. All prices are quoted in euro (EUR) and are exclusive of applicable taxes. Value Added Tax (VAT) will be applied in accordance with Irish and EU tax legislation based on the Client's billing country and VAT status.

Invoices and payment records are issued electronically via the Hub Hosting client portal. Clients are responsible for maintaining accurate billing information at all times.

Hub Hosting may adjust its pricing or billing intervals with a minimum 30-day advance notice. Continued use of the Services after such notice constitutes acceptance of the revised terms.

Failure to pay, chargeback requests, or payment disputes may result in immediate account suspension and referral to collection agencies or legal enforcement as permitted by Irish law.

All refund requests are governed by the 14-Day Refund Rule outlined in Section 9 of this Agreement.

7. Backups and Data Loss

Summary: Hub Hosting maintains infrastructure-level backups for service resilience, but Clients are responsible for maintaining independent backups of their own data and content.

Hub Hosting performs regular system-level backups of its core infrastructure solely for the purposes of service continuity, disaster recovery, and compliance with internal resilience standards. These backups are not intended as a replacement for user-level or site-specific backups.

Clients are solely responsible for maintaining current and complete backups of their websites, databases, email, and any other hosted data. Hub Hosting does not guarantee the availability, accuracy, or integrity of backups beyond what is defined in the applicable Service Level Agreement (SLA).

In the event of data loss, corruption, or unauthorized modification—whether due to Client action, third-party compromise, or system failure—Hub Hosting's liability shall be strictly limited to the extent defined in the SLA and this Agreement.

Restoration of data from provider backups, where possible, may incur a service charge as specified in the SLA or pricing schedule.

Hub Hosting expressly disclaims responsibility for any loss or damage resulting from the Client's failure to maintain independent backups or to test restoration processes.

8. GDPR / DPA / NIS2 / ISO 27001 / Consumer Rights Act 2022 Compliance

Summary: Hub Hosting operates under a documented security, privacy, and compliance framework aligned with the principles of GDPR, DPA 2018, NIS2, and ISO/IEC 27001:2022.

Hub Hosting is committed to maintaining the confidentiality, integrity, and availability of client data in full compliance with applicable Irish and EU legislation, including the General Data Protection Regulation (GDPR – EU 2016/679), the Data Protection Act 2018 (Ireland), the NIS2 Directive (EU 2022/2555), and the Consumer Rights Act 2022.

The Provider maintains a documented Information Security and Data Protection Framework that is aligned with the principles of ISO/IEC 27001:2022 and ISO/IEC 27035:2023 for incident management. While Hub Hosting is not formally certified under ISO or SOC schemes, its policies and procedures are modeled on these international best practices.

Hub Hosting acts as a Data Processor, processing personal data strictly on behalf of and under the lawful instructions of the Client, who serves as the Data Controller. Data processing, retention, and transfer practices are governed by the Hub Hosting Data Processing Agreement (DPA), which is available upon request or as Annex A to this Agreement.

In the event of a personal data breach or network incident, Hub Hosting shall comply with the notification and reporting obligations set forth under GDPR Articles 33 and 34 and the NIS2 Directive, ensuring timely communication with the competent supervisory authority (Data Protection Commission of Ireland) and affected Clients.

Hub Hosting periodically reviews its data protection and security controls to maintain regulatory alignment and transparency.

9. 14-Day Refund Rule

Summary: Refunds are governed by EU and Irish consumer protection law. Certain digital and customized services are exempt from the standard 14-day withdrawal period.

In accordance with the EU Consumer Rights Directive (Directive 2011/83/EU) and the Consumer Rights Act 2022 (Ireland), individual consumers (non-business Clients) are entitled to withdraw from a service contract within 14 days from the date of purchase, provided that the service has not yet been fully delivered or activated.

The right to withdraw does not apply once the Client has explicitly consented to immediate service activation and acknowledged the loss of the right to cancel once the service is fully provisioned or delivered.

The following service categories are non-refundable once ordered or activated:

- Domain registrations or renewals as they are processed in real time and permanently recorded at the registry.
- Virtual Private Server (VPS) provisioning, due to dedicated resource allocation.
- SSL Certificates as they are issued to a specific entity and cannot be revoked for reuse.
- Third-party licensed or custom-configured products including control panels, software licenses, or external services.

Refunds for eligible services will be processed within 14 business days of a valid cancellation request, using the same payment method originally used by the Client.

Business Clients (B2B) acknowledge that the statutory 14-day withdrawal period does not apply to commercial transactions.

Requests for refunds or cancellations must be submitted via the Hub Hosting Client Portal.

10. Limitation of Liability & Indemnification

Summary: Hub Hosting's liability is limited to the maximum extent permitted under Irish and EU law. Clients remain responsible for their own use of the Services.

To the fullest extent permitted by applicable law, Hub Hosting, its directors, officers, employees, affiliates, and suppliers shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages, including but not limited to loss of profits, revenue, data, goodwill, or anticipated savings, arising from or in connection with the use or inability to use the Services, even if Hub Hosting has been advised of the possibility of such damages.

Hub Hosting's aggregate liability for any claim arising out of or in connection with this Agreement shall be limited to the total amount paid by the Client for the affected Service(s) during the preceding twelve (12) months immediately prior to the event giving rise to the claim.

Nothing in this Agreement shall exclude or limit liability for:

- death or personal injury resulting from negligence,
- fraud or fraudulent misrepresentation, or

- any other liability that cannot be excluded under Irish or EU law.

Clients agree to indemnify, defend, and hold harmless Hub Hosting, its affiliates, and personnel from and against all claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from:

- any breach of this Agreement or applicable law,
- misuse of the Services, or
- content or actions initiated by the Client that cause harm to Hub Hosting or third parties.

This indemnity obligation shall survive the termination or expiry of this Agreement.

11. Force Majeure

Summary: Neither party shall be liable for failure or delay in performance caused by events beyond their reasonable control.

Neither Hub Hosting nor the Client shall be held responsible or liable for any delay or failure to perform their obligations under this Agreement if such delay or failure results from a Force Majeure Event, meaning any act, event, omission, or circumstance beyond the reasonable control of the affected party.

Force Majeure Events include, but are not limited to:

natural disasters (such as floods, fires, or earthquakes), acts of war, terrorism, or civil unrest, strikes or labour disputes, government restrictions or sanctions, failures of telecommunications or internet infrastructure, global or regional network disruptions, cyberattacks, ransomware, or other large-scale cybersecurity incidents, and any changes in law, regulation, or governmental directive affecting service delivery.

The affected party shall notify the other party in writing within a reasonable period after becoming aware of such an event, describing the nature of the impact and the expected duration.

During the continuance of a Force Majeure Event, the obligations of the affected party shall be suspended to the extent they are prevented or delayed by such event. Performance shall resume as soon as reasonably practicable after the event ceases.

If the Force Majeure Event continues for a period exceeding thirty (30) consecutive days, either party may terminate the affected Service(s) without liability by providing written notice.

12. Intellectual Property & Confidentiality

Summary: Hub Hosting retains all intellectual property rights in its systems and materials. Both parties are bound by strict confidentiality obligations that remain in force after termination.

All trademarks, trade names, software, source code, system configurations, designs, documentation, and other materials made available through the Services remain the exclusive intellectual property of Hub Hosting or its licensors.

Clients are granted a limited, non-transferable, non-exclusive license to use such materials solely for the duration and purpose of the Services. No ownership or proprietary rights are transferred to the Client.

Clients may not copy, modify, reproduce, distribute, decompile, or reverse-engineer any part of Hub Hosting's systems, software, or materials without prior written authorization.

Both Hub Hosting and the Client agree to treat as confidential any non-public information, data, or communications disclosed during the course of the business relationship, including but not limited to technical, commercial, or security-related information ("Confidential Information").

Confidential Information shall not include information that:

(a) is or becomes publicly known through no fault of the receiving party;

(b) is lawfully obtained from a third party without restriction;

(c) is independently developed by the receiving party without reference to the disclosing party's information; or

(d) is required to be disclosed by law, regulation, or court order.

Each party agrees to implement reasonable measures to protect Confidential Information from unauthorized disclosure or use.

These confidentiality obligations shall survive for a period of five (5) years following termination or expiry of this Agreement.

13. Audit & Compliance

Summary: Hub Hosting conducts regular compliance and security reviews in alignment with EU and Irish regulatory standards. Clients agree to cooperate with reasonable compliance and verification requests.

Hub Hosting maintains an internal Compliance and Audit Framework designed to ensure adherence to applicable laws, regulations, and industry standards, including the principles of ISO/IEC 27001:2022, NIS2 Directive (EU 2022/2555), and GDPR (EU 2016/679).

Periodic internal reviews and risk assessments are conducted by Hub Hosting to verify the effectiveness of security, data protection, and operational controls. Where appropriate, Hub Hosting may engage independent external specialists to perform compliance evaluations or technical assessments; however, such reviews do not constitute formal certification unless explicitly stated.

Clients agree to cooperate reasonably with Hub Hosting in relation to any compliance verification, incident investigation, or lawful request from regulatory authorities or auditors, provided that such cooperation does not compromise client confidentiality or data protection obligations.

Hub Hosting may, from time to time, request Clients to provide documentation or confirmation relevant to their own compliance posture when such information is required to meet regulatory or audit requirements.

All audit and compliance activities are carried out in accordance with Hub Hosting's Privacy Policy, Data Processing Agreement (DPA), and applicable Irish and EU data protection laws.

14. Governing Law & Jurisdiction

Summary: This Agreement is governed by the laws of Ireland and applicable European Union regulations. Any disputes will be resolved exclusively in the Irish courts.

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter, or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland, without regard to its conflict-of-law principles.

Where applicable, the Agreement shall also be interpreted in accordance with relevant European Union regulations and directives, including consumer protection and data protection legislation.

The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising from or relating to this Agreement or its execution.

The primary venue for such proceedings shall be the courts of Dublin, Ireland.

For Clients acting as consumers within the meaning of EU consumer law, this governing law clause does not deprive the Client of any mandatory consumer protections afforded by the laws of their country of residence within the European Economic Area (EEA).

16. Governing Language

Summary: The authoritative and legally binding version of this Agreement is the English version. In case of translation discrepancies, the English version shall prevail.

This Agreement, and all related documents, communications, and policies issued by Hub Hosting, are drafted and executed in English, which shall be the governing and legally binding language for all purposes.

If this Agreement or any of its translations into other languages differ in interpretation or meaning, the English version shall prevail and take precedence in all respects.

Any translated versions are provided solely for convenience and informational purposes, and shall not create any legal obligations or modify the intent of the English version.

17. Annex Reference

Summary: The following Annexes form an integral part of this Agreement and define specific technical and legal terms.

The following documents ("Annexes") are incorporated by reference into this Agreement and form an integral and legally binding part thereof. Each Annex may be updated by Hub Hosting from time to time to reflect regulatory or operational changes, provided that Clients are notified in advance of any material updates.

Annex A – Data Processing & Security Schedule

Defines the terms governing data protection, processing, and security controls in accordance with GDPR (EU 2016/679), the Irish Data Protection Act 2018, and Hub Hosting's Data Processing Agreement (DPA).

Annex B – Hub Hosting Service Level Agreement (SLA)

Establishes the Provider's service performance commitments, uptime guarantees, backup obligations, and data retention practices. The SLA also references backup procedures and limitations as described in Section 7 of this Agreement.

All Annexes are publicly available on Hub Hosting's official website or upon written request to legal@hub-hosting.com

In the event of inconsistency between this Agreement and any Annex, the terms of the main Agreement shall prevail unless otherwise expressly stated.