GalaxyNode Hosting S.L. - Terms of Service

The following terms outlined in this agreement regulate, govern, and otherwise define the relationship between the parties involved. Revisions may be made to enhance readability and comprehension for customers. Key sections may be highlighted for emphasis, but we strongly recommend that you review and understand all sections of this agreement before proceeding with business transactions or usage of services with GalaxyNode Hosting S.L.

Definitions:
- **"You," "the customer"**: The individual or entity agreeing to or continuing to use services provided by GalaxyNode Hosting S.L.
- **"Us," "we," "our," "GalaxyNode Hosting S.L.", "the company"**: Refers to GalaxyNode Hosting S.L., a legally registered entity in Spain.
- **"Services"**: The products and services provided by the company, including but not limited to hosting services, software, and digital assets.

---

1. **Binding Terms**

   a) By purchasing or using any services from the company, you expressly agree to all terms outlined in this document.

   b) This agreement is subject to updates and modifications without prior notice. Customers are expected to regularly review the document.

   c) You remain bound by these terms until the business relationship ceases and your client account is officially closed by the company.

   d) Due to the nature of international transactions, GalaxyNode Hosting S.L. does not guarantee that your consumer rights and privacy protection regulations will remain unaffected. However, where possible, we will comply with regional laws and regulations.

   e) Breach of these terms may result in service suspension or termination without notice.

2. **Revisions to This Agreement**

   a) We reserve the right to modify this agreement at any time. Continued use of our services implies acceptance of any changes.

   b) This agreement was last revised on **January 30, 2025**, and is subject to periodic reviews, typically every three months.

   c) Customers are responsible for checking the document periodically to stay

informed about any changes.

d) The company will not provide individual notifications regarding revisions to this document.

3. Trademark & Copyright Notice

a) "GalaxyNode" is a registered trademark of Group Galnod S.L. Unauthorized use of trademarks, logos, or other brand assets is prohibited.

b) All website content, including text, images, and software, is owned by GalaxyNode Hosting S.L. or its licensors and is protected under copyright law.

c) Some content may belong to third-party suppliers or partners. Usage rights must be obtained from respective owners where applicable.

4. Warranties

a) GalaxyNode Hosting S.L. provides services on an "as is" basis, with no guarantees of suitability, uninterrupted availability, or freedom from errors.

b) We disclaim all warranties, including implied warranties of merchantability and fitness for a particular purpose.

5. General Provisions / Governance

a) No waiver or modification of any term in this agreement will be effective unless provided in writing and signed by an authorized representative of the company.

b) Failure to enforce any right or provision does not constitute a waiver of such rights.

c) The legal governance of this agreement falls under the laws of the European Union (EU). We make efforts to comply with General Data Protection Regulations (GDPR).

6. Fair Use Policy

a) Customers using services labeled as "unlimited" or "unmetered" must adhere to a reasonable level of consumption to ensure service continuity for all users.

b) If a customer's usage is deemed excessive, the company reserves the right to take corrective action, including service suspension.

c) Usage exceeding **5% of system resources** will result in a warning. Exceeding **10%** may result in termination.

d) Services negatively impacting other customers may be suspended or restricted.

7. Abuse Policy

a) The following activities are prohibited and may result in immediate service termination without a refund:
- Unauthorized access (hacking) to networks or systems.
- Hosting or distributing illegal or copyrighted content without authorization.
- Spamming or sending bulk unsolicited communications.
- Hosting any material classified as child exploitation or other illicit content.
- Engaging in fraudulent, deceptive, or malicious activities.
- Threatening to launch cyberattacks (DDoS, phishing, etc.).
- Hosting unauthorized or pirated software.
- Using our services for cryptocurrency mining without explicit permission.

b) Compliance with all applicable laws is mandatory.

8. Account Terms

a) Customers are responsible for securing their account credentials.

b) Unauthorized sharing or distribution of account access is strictly prohibited.

c) Customers must ensure that invoices are paid promptly to maintain service availability.

d) Any unauthorized activity from a customer's account remains the responsibility of the account owner.

9. Support and Service Level Agreement (SLA)

a) While we aim to respond to support requests within **30 minutes**, this response time is not guaranteed.

b) The company is not liable for any damages resulting from delays in support responses.

10. Refunds

a) Refunds are issued solely at the discretion of the company and are only provided if we fail to resolve an issue.

b) Refunds must be requested within **24 hours** of the transaction.

c) Certain services, such as **domains and dedicated servers**, are non-refundable.

d) Duplicate payments may be refunded as service credit or via the original payment method at our discretion.

11. Service Termination

a) The company reserves the right to suspend or terminate services for policy violations.

b) Customers must back up data before termination, as suspended services may result in permanent data loss.

c) Abuse-related terminations may result in data retention for up to **one year** for legal purposes.

d) Compliance-related terminations may be reported to relevant authorities.

12. Payments, Cancellations, and Chargebacks

a) Payments must be made in advance to ensure continued service.

b) Customers must maintain up-to-date payment information.

c) Chargebacks are strictly prohibited and may result in legal action.

d) Failure to pay invoices on time may result in **immediate suspension**.

13. Dispute Resolution and Arbitration

a) Disputes shall be resolved through arbitration under **International Chamber of Commerce (ICC) rules**.

b) Arbitration shall take place at a location chosen by the company.

c) Customers must attempt to resolve disputes amicably before pursuing legal action.

d) This agreement is governed by **Spanish law**.

14. Severability Clause

a) If any provision of this agreement is deemed unenforceable, the remaining provisions shall continue in full force.

b) Any void or invalid provisions may be replaced with legally valid equivalents.

Contact Information

For any inquiries or concerns regarding these Terms of Service, please contact us at support (at) galnod (dot) com