

Terms of Use

published and came into effect 16/09/2025

This Agreement sets out the terms and conditions under which **H2NEXUS LTD** (the "Company", "we", "us") provides services and goods to the Customer ("you", "Client"). By ordering and using our services, you agree to be bound by these terms.

1. Scope of Responsibility

- 1.1. The Company is responsible for the availability and proper functioning of the underlying hosting hardware and network connectivity.
- 1.2. The Client is responsible for the configuration, content, and operation of their virtual or dedicated server, including installed software.
- 1.3. The Client is solely responsible for compliance of hosted content and activities with UK law.

2. Payments and Provision of Services

- 2.1. All services are provided on a prepaid basis.
- 2.2. Services are typically activated within 1 - 20 minutes of confirmed payment.
- 2.3. A service is deemed delivered once login credentials or access details are provided.
- 2.4. Payments are accepted only via secure electronic payment methods.
- 2.5. Prices are stated in \$USD in accordance with the tariffs published on <https://h2.nexus>.
- 2.6. Third-party payment processors may add their own fees.
- 2.7. If payment is not received by the renewal date, the Company may suspend or terminate services.
- 2.8. After the expiry of the paid period, data may be retained for up to 3 days (for PROMO plans - 1 day), after which it can be permanently deleted.
- 2.9. If a suspended service is paid for, it will be reactivated within 24 hours unless otherwise specified.

3. Client Obligations

- 3.1. The Client must ensure all use complies with UK law, including copyright, intellectual property, and data protection rules.
- 3.2. The Client is responsible for securing their systems and responding promptly to abuse reports.
- 3.3. Repeated abuse (e.g. DoS, scans) may result in suspension or termination without refund.
- 3.4. Support requests are handled only through the Client Area (my.h2.nexus) or the official Telegram Support account.

4. Refunds and Cancellation of Subscription

4.1. The Company provides refunds upon a Client's request, except in the following cases:

- 4.1.1. If more than 24 hours have passed since the activation of the service.
- 4.1.2. If significant resources have already been consumed, such as internet traffic or IP addresses, for which the Company cannot obtain refunds from its suppliers.
- 4.1.3. If the service has been subject to external complaints (Abuse).
- 4.1.4. If IP addresses assigned to the service have been blocked in any service/country.
- 4.1.5. If fraudulent or abusive behavior is detected (for example, ordering a large number of servers, using them for cryptocurrency mining, and subsequently requesting a refund).
- 4.1.6. The Company may refuse a refund if the service is with a day rental.

4.2. The Company reserves the right to request identity verification of the Client, including verification of details specified in the Client Area, the first payment method used, and payout details. This is to protect both the Company and its Clients.

4.3. Installation or one-time setup fees (for example, PROMO server setup) are non-refundable.

4.4. Refunds are made using the same payment method originally used, unless otherwise required by law. All applicable transaction fees, bank charges, or payment processor commissions will be deducted from the refund amount.

4.5. Refunds are processed within 7 business days, although bank or payment processor timelines may apply.

4.6. Refunds may be denied if the Client breaches this Agreement or engages in fraudulent activity.

4.7. Service cancellations must be confirmed through the Client Area before the renewal date.

4.8. Refund of funds from the balance of the personal account is possible only with an extended KYC, to protect against money laundering.

5. Prohibited Use

5.1. Our services must not be used for anything illegal or harmful under UK law.

5.2. Prohibited activities include, but are not limited to:

— Technical:

- 5.2.1. (D)DoS or amplification attacks
- 5.2.2. botnet command-and-control
- 5.2.3. IP spoofing or unauthorised proxy relays
- 5.2.4. phishing, malware distribution, or unsolicited emails

— Social:

- 5.3.1. content harmful to children
- 5.3.2. violent, fraudulent, or extremist content
- 5.3.3. hate speech or incitement to violence
- 5.3.4. content glorifying tragedies
- 5.3.5. discriminatory content (race, religion, gender, sexuality, disability, age)
- 5.3.6. unmoderated public services without oversight

① Detected illegal content may be reported to relevant UK authorities (e.g. Action Fraud, Internet Watch Foundation, ACT Counter Terrorism). Information may also be shared with recognised private organisations that monitor online abuse and security threats.

6. Company Rights and Service Suspension

6.1. Services are provided "as is" without guarantees beyond statutory rights.

6.2. The Company may suspend or terminate services without refund if the Client:

- 6.2.1. engages in unlawful activity
- 6.2.2. causes repeated abuse or attacks
- 6.2.3. use false registration data
- 6.2.4. behaves abusively towards staff

6.3. The Company may temporarily suspend services during maintenance, attacks, or force majeure events.

6.4. In the event of such violations, the Company reserves the right to access the Client's server or related systems for the purposes of investigating abuse, mitigating security threats, protecting the Company's infrastructure, or complying with legal requirements.

6.5. Information may be disclosed if legally required by authorities.

7. Service Level Agreement (SLA)

7.1. The Company aims to maintain 99.9% monthly uptime.

7.2. Downtime beyond this may be compensated with service credit or additional days, but not more than the base cost of the server. Compensation is calculated for each full 24 hours of continuous downtime, and provided in double the duration of the outage. For example, for 24 hours of downtime, 48 additional service hours are credited.

7.3. Special ("PROMO") servers are provided without any guarantee of data preservation or service level agreement (SLA). Clients are solely responsible for maintaining their own backups and accepting the risks associated with such services.

7.4. SLA claims must be submitted via the Client Area (my.h2.nexus).

8. VAT and Tax Compliance

8.1. UK VAT applies where required.

8.2. Overseas clients are responsible for any local duties or taxes.

8.3. VAT fraud and tax evasion are criminal offences; the Company complies with HMRC regulations.

9. Age Requirement

9.1. You must be at least 18 years old to use our services.

9.2. Identity verification may be required before account activation.

10. Amendments to the Agreement

10.1. The Company reserves the right to amend this Agreement, including pricing, service descriptions, and policies, from time to time.

10.2. Any material changes will be notified to the Client at least 14 calendar days in advance via email or through the Client Area.

10.3. If the Client does not agree to the revised terms, they may terminate the Services before the effective date of the changes without penalty.

10.4. Continued use of the Services after the effective date of the changes shall constitute the Client's acceptance of the amended Agreement.

11. Bandwidth and Fair Usage Policy

11.1. All servers are provided with a shared network connection. Traffic is unlimited; however, if patterns of usage are detected that may negatively impact other Clients, the Company may apply network limitations (shaping) as follows:

↑ ↓ up to 500 Mbit/s (≈162 TB per 30 days); or

↑ ↓ up to 100 Mbit/s (≈33 TB per 30 days).

11.2. Special ("PROMO") servers may be subject to stricter limitations, including:

↑ ↓ up to 100 Mbit/s (≈33 TB per 30 days); or

↑ ↓ up to 10 Mbit/s (≈3.2 TB per 30 days).

11.3. These limitations may be lifted if the Client purchases guaranteed bandwidth. Guaranteed bandwidth is charged at a rate of \$120 or \$80 per 1 Gbit/s, depending on the server's location.

11.4. It is strictly prohibited to use servers for:

- cryptocurrency mining,
- outbound distributed denial-of-service (DDoS) attacks,
- or any similar activities that may negatively affect other Clients.

12. Referral and Reselling Programmes

12.1. The Company's referral and reselling programmes are private and closed in nature.

12.2. Participation requires a separate agreement, the terms of which are individually negotiated and agreed with each participant.

12.3. The Company reserves the right to modify or terminate such agreements at its discretion.

13. Abuse Reports

13.1. All abuse reports must be sent to abuse@h2.nexus or on my.h2.nexus and include the IP address of the affected service.

13.2. Reports without an IP address, or containing only a domain name, will generally not be processed, as the Company is not a web hosting provider and does not track what domains are used by Clients.

13.3. Reports sent to any other email address, or appearing to be fake or spam, will not be processed, and the sender's domain may be blocked on the Company's mail servers.

13.4. The Company follows the principle of presumption of innocence for all Clients until clear and verifiable evidence is provided.