

# Terms of Service

**Effective Date:** December 23, 2024

Welcome to NixLabs Networks! By using our colocation, server hosting, IT, and network services (the "Services"), you agree to these Terms of Service ("Terms"). If you do not agree, please do not use our Services.

## 1. Definitions

- **"NixLabs Networks," "we," "us," or "our"** refers to the sole proprietorship offering the Services.
- **"Client," "you," or "your"** refers to the individual or entity purchasing or using the Services.
- **"Services"** include colocation, server hosting, IT support, and network services provided by NixLabs Networks.

## 2. Service Availability

### 2.1 Uptime and Service Interruptions

While we strive to maintain 99.9% uptime, the Services are provided on an "as-is" and "as-available" basis. NixLabs Networks does not guarantee uninterrupted service and is not liable for outages due to:

- Scheduled maintenance or upgrades.
- Force majeure events (e.g., natural disasters, strikes, acts of war).
- Hardware, software, or network failures outside our control.

### 2.2 Notification of Maintenance

We will make reasonable efforts to notify you in advance of scheduled maintenance that may affect the Services.

## 3. Limitation of Liability

### 3.1 Disclaimer of Damages

NixLabs Networks is not liable for any direct, indirect, incidental, consequential, or punitive damages arising from:

- Service outages or interruptions.
- Loss of data, profits, or business opportunities.
- Unauthorized access to your data or systems.

### **3.2 Maximum Liability**

Our total liability to you, under any circumstances, is limited to the amount you paid us for the Services during the 30 days preceding the event giving rise to the claim.

## **4. Acceptable Use Policy**

### **4.1 Prohibited Activities**

You agree not to use our Services for:

- Hosting illegal, fraudulent, or malicious content.
- Sending spam or unsolicited emails.
- Conducting unauthorized network scans or penetration testing.
- Violating intellectual property rights.

### **4.2 Consequences of Violation**

Violation of this Acceptable Use Policy may result in:

- Suspension or termination of your Services.
- Reporting to law enforcement authorities, if applicable.

## **5. Billing and Payment**

### **5.1 Invoicing**

Invoices are issued monthly unless otherwise agreed. Payments are due within 14 days of the invoice date.

### **5.2 Late Payments**

Accounts with overdue balances may be subject to suspension, termination, and/or late fees. You are responsible for any collection costs incurred by NixLabs Networks.

### **5.3 Refunds**

All payments are non-refundable unless explicitly stated in a separate agreement.

## **6. Data and Privacy**

### **6.1 Client Data**

You retain ownership of your data hosted on our systems. However, you grant NixLabs Networks a non-exclusive license to access, store, and use your data as necessary to provide the Services.

### **6.2 Backup Responsibility**

You are solely responsible for maintaining backups of your data. NixLabs Networks does not guarantee data recovery in the event of loss.

## **7. Termination**

### **7.1 Termination by You**

You may terminate your Services by providing 30 days' written notice.

### **7.2 Termination by Us**

We reserve the right to suspend or terminate Services without notice if:

- You violate these Terms.
- You fail to pay for the Services.
- Continued provision of Services becomes impractical or infeasible.

## **8. Indemnification**

You agree to indemnify and hold harmless NixLabs Networks, its employees, and affiliates from any claims, damages, or expenses arising out of:

- Your use of the Services.
- Your breach of these Terms.
- Any third-party claims relating to your content or activities.

## **9. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the State of Tennessee. Any disputes will be resolved exclusively in the courts located in Davidson County, Tennessee.

## **10. Amendments**

NixLabs Networks may update these Terms at any time. Changes will take effect upon posting to our website. Your continued use of the Services constitutes acceptance of the updated Terms.

## **11. Contact Us**

For questions or concerns about these Terms, please contact us:

**Email:** [legal@nixlabs.dev](mailto:legal@nixlabs.dev)

**Phone:** 61-818-7362

**Address:** 2301 Cloverdale Road, Nashville, TN 37214

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Thank you for choosing NixLabs Networks!

