

Effective Date: October 6, 2025

Welcome to NixLabs Networks! By purchasing, accessing, or using our colocation, server hosting, IT, and network services (the “Services”), you agree to the following Terms of Service (“Terms”). Please read them carefully. If you do not agree, you must not use the Services.

1. Definitions

- “NixLabs Networks,” “we,” “us,” “our” refers to the sole proprietorship providing the Services.
- “Client,” “you,” “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

We strive to maintain **99.9% uptime**; however, 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 (natural disasters, strikes, acts of war, pandemics, etc.).
- Hardware, software, or network failures outside our reasonable control.

2.2 Notification of Maintenance

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

3. Limitation of Liability

3.1 Disclaimer of Damages

NixLabs Networks shall not be liable for any **direct, indirect, incidental, consequential, punitive, or special damages**, including but not limited to:

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

3.2 Maximum Liability

Our **total liability** to you, under any legal theory and in any circumstance, is limited to the amount you paid NixLabs Networks for the Services in the **30 days immediately 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, unsolicited communications, or conducting email abuse.
- Unauthorized network scans, penetration testing, or denial-of-service activities.
- Infringing on intellectual property rights.
- Activities reasonably deemed to threaten the security, stability, or reputation of our Services.

4.2 Bandwidth & Resource Usage Limits

- **Colocation Services:** Network usage may not exceed **10 Mbit per rack unit (RU)** on average per calendar month, unless otherwise agreed in writing.
- **Virtual Private Server (VPS) Services:** Network usage may not exceed **5 Mbit per gigabyte (GB) of allocated RAM** on average per calendar month.
- Excessive or abusive usage beyond these limits may result in:
 - Throttling or traffic shaping.
 - Additional fees.
 - Suspension or termination of Services.

4.3 Consequences of Violation

Violation of this Acceptable Use Policy may result in immediate suspension, termination, and/or reporting to law enforcement where applicable.

5. Billing and Payment

5.1 Invoicing

Invoices are issued **monthly in advance** 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:

- Service suspension or termination.
- Late fees and interest.
- Collection costs, including legal and administrative fees.

5.3 Refunds

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

6. Data and Privacy

6.1 Client Data

You retain ownership of all data you host on our systems. You grant NixLabs Networks a limited, non-exclusive license to access, store, and process your data solely to the extent required to provide the Services.

6.2 Backup Responsibility

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

7. Termination

7.1 Termination by You

You may terminate Services by providing **90 days' written notice** prior to the end of your current billing cycle. All outstanding fees must be paid in full before termination is effective.

7.2 Termination by Us

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

- You violate these Terms or the Acceptable Use Policy.
- You fail to pay for Services on time.
- Continuing to provide Services becomes commercially impractical or infeasible.

8. Indemnification

You agree to indemnify, defend, and hold harmless NixLabs Networks, its owner, employees, and affiliates from any claims, liabilities, damages, or expenses (including legal fees) arising from:

- Your use of the Services.
- Your breach of these Terms.
- Third-party claims related to your hosted content, data, or activities.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the **State of Tennessee**.

- Any disputes shall be resolved exclusively in the **courts of Davidson County, Tennessee**.
- Before litigation, the parties agree to attempt in good faith to resolve disputes through negotiation or mediation.

10. Amendments

NixLabs Networks may amend these Terms at any time. Updates will be posted on our website and take effect upon posting. Continued use of the Services constitutes acceptance of the revised Terms.

11. Contact Us

For questions regarding these Terms:

- **Email:** legal@nixlabs.dev
- **Phone:** 844-649-5227
- **Address:** 2301 Cloverdale Road, Nashville, TN 37214

Thank you for choosing NixLabs Networks.