

Acceptable Usage Policy

Welcome to HostHub

At HostHub, we are committed to delivering high-performance, reliable, and transparent hosting services to our clients worldwide. This Acceptable Usage Policy outlines the core support policies, uptime guarantees, and operational standards you can expect when working with us.

By using our services, you acknowledge that you have read and understood our Acceptable Usage Policy.

General Information

HostHub offers for Internet hosting customers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information.

HostHub respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue. Our company reserves the right to take certain preventative or corrective actions.

In order to protect these competing interests, HostHub has developed this Acceptable Usage Policy ("AUP"), which supplements and explains specific terms of each customer service subscription, respective service agreements and is intended as a guide to the customer rights and obligations when utilizing our hosting resources.

This AUP will be revised from time to time. Any customer usage of our services after changes to the AUP terms are often posted on our product web site, hosted at <https://hosthub.ro> and <https://portal.hosthub.ro> under the Legal Information Detail sections, will constitute customer approval for any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet usage is that no party owns or controls it and is accepted as a as-is-service to the end user. This consideration accounts for Internet openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both acquiring information and disseminating it.

When subscribers obtain information through the Internet, they must keep in mind that HostHub will not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users has acquired. Following these reasons, the end-user must exercise their best judgment in relying only on relevant, non-fake information obtained from the Internet. End-user should take into consideration that some information widely posted on the Internet is sexually explicit, offensive or might break law or country rule enforcement.

Due to these considerations, HostHub will not monitor or censor the Internet, nor will try block or attempt deny access on it, considering that HostHub will not tolerate or accept any responsibility for injury to its users, customers or subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications or activities they performed following their hosting subscriptions.

When subscribers share or publish information through the Internet, they must understand that HostHub, will not review, edit, censor, or take responsibility for any information, their customers or subscribers may create, share or publish. When users publish information over the Internet, they have the same liability as other authors for copyright laws infringement, defamation and other harmful speech.

HostHub will host created subscriber information, transferring it via our infrastructure network, public over the Internet, having the impact on reaching out to a large number of people which might including customers, subscribers and non-subscribers of our services. Our customer publishing, sharing or posting information over the Internet may affect other customers and subscribers which can provide harm to HostHub goodwill, business exposure and reputation or its operation. Following these reasons, customers and subscribers can violate HostHub fair-usage policy and the service agreement even if their customers, affiliates, or subsidiaries engage in similar previous described activities.

HostHub provides flexibility to select between Managed and Unmanaged services subscriptions, tailored to each customer requirements. Our Managed services subscription will offer comprehensive support, handling all technical aspects, while our Unmanaged services subscription provide full control and autonomy over your hosting environment and published information. Whether you prefer a hands-on approach or expert assistance, HostHub will provide you with the right solution for your service.

Scope and Purpose

AUP governs the usage of HostHub subscription products and services. AUP is incorporated by reference into each HostHub contract document with specific reference.

HostHub might change terms in the present AUP model at any time without further notice. In addition to this, this document incorporates references into the Terms of Service presented on HostHub web site and customer portal, regardless of the account type - private or organization.

General Scope Prohibited Usage

The following activities are prohibited for all our customers, regardless of product or service subscription:

- SPAM activities;
- DDoS / AMP scanning / Port scanning / SYN flood / MAC flooding / IP Spoofing & IP-Header Modification;
- Hacking / Botnet / RATs / Ransomware;
- Fraud / Scam / Phishing / Impersonation / Carding anything related;
- TOR Exit Relays;
- Child Pornography, animal porn, dating sites and escort and models listing under the age of 18;
- Malware / Exploits / Viruses;
- Fraudulent sites, as well as redirects to such sites;
- Any activity that may lead to IP blacklisting (SpamHaus, StopForumSpam, SpamCop, Blocklist, anti-virus databases and any other blacklists).

VPS/VDS Prohibited Usage

Includes everything in **General Scope Prohibited Usage** plus the following:

- Leased and rental service creates network, system or security capacity issues for other users (powerful DDoS attacks, excessive loads on the channel and disk subsystem, etc.)

For such use-cases, HostHub will reserve the right to limit the impact of such services by limiting the customer resource load and usage and propose a dedicated (separated hosting) solution for such a customer or usage, in order to ensure smooth operating values for other customers interacting with our product and services.

Web Hosting (Shared) Excessive usage is not allowed

Includes everything in **General Scope Prohibited Usage** plus the following:

- If your Web Hosting (shared) subscription creates regular issues and impacts other subscriber accounts (powerful DDoS attacks, excessive loads on the channel and disk subsystem, etc.), you may be requested, required and assisted to upgrade your service subscription to a dedicated virtual or physical resource model subscription;
- Subscription is used to launch denial of service attacks against HostHub and Internet resources resulting in service SLA degrade and impact on HostHub services;
- Post messages or software programs that consume excessive CPU time, storage space or network bandwidth, using your subscription;
- Use subscription to subvert the security or integrity of any HostHub resources;
- Use subscription to distribute any virus programs or scripts, worms, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt Internet, network or system resources;
- Use subscription to utilize excessive CPU, RAM resources, not tailored with your subscription plan or can harm other users our networks and resources;
- Use subscription to conduct port scans or other invasive procedures against any Internet resource (excepting hosting resources where the subscriber has an authorized system administrator role);

Regional IP Address Restrictions

Due to legal regulations, regional policies, and prior abuse use-cases, certain IP addresses may be restricted or unavailable to clients from specific countries or regions. This measure help us ensure compliance with international standards and protects our infrastructure resources from repeated misuse. HostHub will retain the right to deny the allocation, traffic or network access of particular IP ranges, which are subject to risky operations.

Customer Responsibility for 3rd Party Usage

Depending on your product service subscription, HostHub might permits customers to resell, to share, or to allow third party users to use the subscribed service (services reference to VPS/VDS, Dedicated Servers).

By doing so, the customer expressly agrees to the following:

- The initial subscription account user will remain fully responsible for all activities performed through the product subscription, even if the service resource was shared with their service end-users or any other 3rd party that was provided with access to their resource utilization.
- Any violation of the Acceptable Use Policy (AUP) performed by any 3rd parties using the product service subscription will be taken into consideration by HostHub, as a direct violation performed by the initial customer.
- In case of AUP violation originating from 3rd party usage, HostHub will reserves the right to take any remedial action outlined in violation section, directly on the initial customer account and subscription, including but not being limited to warnings, suspension, termination – without prior notice to the 3rd party users.
- Initial product service subscription customer is responsible for ensuring that all 3rd parties are using our subscription and respecting the order of comply stated in HostHub AUP document and other applicable Terms of Service.

Violation

Disclaimer: HostHub expressly disclaims any obligation to monitor, supervise or check customers and other users with respect to violations of this AUP. HostHub has no liability or responsibility for the actions of any of product service subscribers or other users, or content information the user might public expose to the Internet public or private space.

Remedies: If HostHub learns of a violation of this AUP (including violations committed by the subscriber customers, end-users or 3rd parties), HostHub actions will be taken on the initial purchasing customer. HostHub might act with sole discretion and take any of the following preventing actions, in accordance with the severity and duration of the violation:

- Providing a warning note or message for the specific customer;
- Suspend or hold resources operation state for the specific offending customer;
- Terminate or cancel the specific offending customer's account, service or resource usage;
- HostHub might impose additional charges for offending or violating customer in accordance with the applicable service contract and service and resource impact;
- HostHub takes action in accordance with AUP documents statements, the applicable service contract or applicable law.

Please note - If HostHub finds that General Usage Terms, previously outlined have been violated, and actions can be brought into evidence with logs, graphs etc, HostHub will reserve the right to discontinue the services. Consequently, HostHub will not be able to provide further support activities on contracted subscription.

Rights Reservation

HostHub reserves the right to cooperate with appropriate legal authorities following the investigations claims of illegal activity involving HostHub product service subscription. HostHub reserves rights to respond to violations of this AUP to the extent of applicable by law and in accordance with any applicable contractual obligations.

HostHub may utilize technical means to monitor communications ingress or egress out of its networks and server resources to prevent the introduction of viruses or other hostile code, to prevent intrusion and violation of the enforced AUP points.

Cease of Service – Service Forced Termination

When HostHub detects suspicious activity or incompatible service usage claimed by AUP terms, will reserve the right provide you a warning usage and for use-cases where you lack to react, reply, stop or suspend you breaking activity, HostHub will be forced to take corresponding actions, which include but not limited to, suspending or service termination.

HostHub will not provide refunds or monetary compensation for any AUP or law infringement, regardless of the customer subscription period or customer subscription window.

Type of SLAs for Managed - Resource Administration options

HostHub provides the flexibility to choose between Managed and Unmanaged plans following your specific service requirements. Our Managed plans offer comprehensive support, handling all technical aspects for you, while Unmanaged plans provide you with full control and autonomy over your hosting resources and environment. By purchasing HostHub Managed services, you agree to the rules for being provided with administering services and tasks as presented to you in your plan details.

Money-Back Policy

In accordance with EU and Romania regulations, full refund service and subscription refund is available within 14 days after service or resource purchasing only for private accounts that hold no commercial business ID. **Services, subscriptions and resources provided for organizations are not refundable. Dedicated server resource services and Managed SLA administration services are not refundable.**

Please note: Only first-time hosting accounts are eligible for our 14-day money-back guarantee. For example, if you previously purchased a web hosting (shared) plan account and canceled it for a refund, you will not be eligible for a further refund of this type of service. Additional licenses for 3rd party software (such as cPanel, Plesk, ISPManager, DirectAdmin or Softaculous licensing) are non-refundable.

For AUP violations or resource subscription acquisition using promo codes, the service subscription is non-refundable.

Other non-refundable services include

- Domain purchase;
- SSL Certificates;
- VPN Services;
- IP address allocation;
- Bring your IPs (BGP services);
- Office to Server VPN services;
- Server dedicated connectivity extra-features and options;

For more information please check:

-> https://europa.eu/youreurope/citizens/consumers/shopping/returns/index_en.htm

Service Refund Policy

HostHub products service subscription refund commissions fees will apply if service purchase was made using our payment gateways. The value of the initial payment commission fee will be retracted from the refunded returned fee. Customer is responsible for his bank or commission perceived directly by their banking commissions.

HostHub value customers and strives to provide fair and transparent refund conditions, in accordance with the established rules and fees.

Recurring Payments, Billing Date and Cancellation Responsibility

Recurring (automatic) payments might be charged 1 (one) to 7 (seven) days before the due date of the service period. Customers who enable recurring payments are fully responsible for cancelling the service if they no longer wish to continue using the service subscription resources.

HostHub does not issue refunds for payments that were automatically charged due to failure to cancel in time (including forgotten cancellations).

All recurring charges are final and non-refundable once processed by payment gateway operators.