

# Terms of Service

Last updated: 11/09/2025

## 1. Introduction

Welcome to AfterCloud (“we,” “our,” “us”). These Terms and Conditions of Service (“Terms”) govern your access to and use of our hosting (the “Services”).

By purchasing, accessing, or using our Services, you agree to be bound by these Terms, along with our Privacy Policy and any additional policies referenced herein. If you do not agree with these Terms, you may not use our Services.

## 2. Eligibility

You must be at least 16 years old to enter into a binding contract with us. By using our Services, you represent and warrant that you meet this eligibility requirement.

By creating an account, you acknowledge and accept full responsibility for your account, including its security, activity, and any consequences that may result from its use or misuse, whether by you or by third parties.

## 3. Services Provided

Except in urgent situations, AfterCloud will provide 24–72 hours' notice before modifying, suspending, or discontinuing services. Immediate suspension without prior notice is only permitted in the event of a breach of these terms.

To the maximum extent permitted by law, AfterCloud shall not be liable for any indirect, incidental, special, or consequential damages, including loss of data, revenue, or business opportunities, arising from the use or inability to use our Services.

## 4. Acceptable Use Policy

You agree not to use our Services for unlawful, harmful, or abusive purposes, including but not limited to:

- Hosting or distributing malware, phishing content, or spam.
- Infringing intellectual property rights.
- Hosting adult, violent, or illegal content that violates applicable laws.
- Attempting to gain unauthorized access to our systems, networks, or other users' accounts (hacking).
- Launching Distributed Denial of Service (DDoS) attacks, brute force attacks, or any activity that disrupts, degrades, or interferes with the operation of our Services or third-party services.

- Sending mass unsolicited emails (spam), or any activity that may cause IP addresses to be blacklisted.
- Using automated scripts, bots, or other methods to exploit or abuse our systems or services.
- You agree to indemnify, defend, and hold harmless AfterCloud, its affiliates, and employees from any claims, liabilities, damages, and expenses arising from your use of the Services or violation of these Terms.
- While we may provide backup services, you are solely responsible for maintaining backups of your content. AfterCloud is not liable for any loss of data due to hardware failure, hacking, or user error.

AfterCloud may suspend or terminate your account immediately if you violate these Terms or engage in illegal or abusive activity. Termination may occur without prior notice, and AfterCloud will not be liable for any resulting loss or inconvenience.

## **5. Refunds and Cancellations**

Game Servers, VPS and Dedicated Servers are non-refundable due to resource allocation and third-party processing.

Cancellation requests must be submitted via the client portal before the renewal date.

By purchasing our Services, you agree that payments made through third-party processors (e.g., PayPal) cannot be reversed or charged back except in cases of proven fraud or error by the payment processor. Any attempt to initiate a chargeback without a valid, demonstrable reason will be considered a violation of these Terms and may result in suspension or termination of your account and potential legal action.

## **6. Intellectual Property**

All software, technology, and content provided by AfterCloud remain our property or that of our licensors. You retain ownership of the content you upload, but grant AfterCloud a limited license to host, distribute, and operate the content as necessary to provide the Services.

## **7. Changes to Terms**

We may update or modify these Terms at any time. Updated Terms will be posted on our website with the "Last Updated" date. Continued use of our Services after changes constitutes acceptance of the new Terms.

## **8. Contact Information**

For questions regarding these Terms, please contact us at:

**Email:** [admin@aftercloud.eu](mailto:admin@aftercloud.eu)

These Terms shall be governed by the laws of Spain. Any disputes arising from these Terms shall be resolved exclusively in the courts of Spain.