TERMS OF SERVICE
MikeNetworks S.à r.l.-S. trading as NovaNode

Effective Date: January 1, 2026
Valid From: January 1, 2026

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0. DEFINITIONS
0.1 Terms of Service: These terms and conditions, regardless of the form in which they are made known.

0.2 NovaNode: MikeNetworks S.à r.l.-S. trading as NovaNode, registered office located at 2 Rue Jean Engling, L-1466 Luxembourg, registered with the Luxembourg Trade and Companies Register (RCS Luxembourg) under number B294237, TVA LU36424557.

0.3 Intellectual Property Rights: Rights to results of human ingenuity, including but not limited to patent rights, design rights, copyrights, trademark rights, trade name rights, and topography or chip rights.

0.4 Customer: The party to whom the offer of NovaNode is directed, with whom NovaNode has concluded an agreement, or on behalf of whom the legal act is/will be performed, based on which Products or Services are delivered to this party.

0.4.1 Consumer Customer (B2C): A natural person acting outside professional/commercial activities.

0.4.2 Business Customer (B2B): A legal entity, sole trader with VAT number, organization acting for professional purposes.

0.5 Products: All movable goods that are the subject of any offer, agreement, or other legal acts in the relationship between NovaNode and the Customer.

0.6 Services: All work and other activities that are the subject of any offer, agreement, or other legal acts in the relationship between NovaNode and the Customer, including but not limited to web hosting, VPS, cloud services, email hosting, domain registration, and related technical support.

0.7 Agreement: Any mutual acceptance, confirmed in writing, regarding the Services of NovaNode. Electronically placed orders are expressly included.

0.8 In Writing: For the purposes of these terms, correspondence by letter, email, or electronic message through the NovaNode customer portal.

0.9 Proforma Invoice: A payment request issued before service activation or renewal, requiring payment in advance. This payment request is sent electronically. Traditional post-service invoices are not issued.

0.10 Service Expiry Date: The date on which a prepaid service period ends. For monthly services, this is typically one month from activation or last renewal date. Renewal proforma invoices are issued 14 days before this date.

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1. INTELLECTUAL PROPERTY
1.1 The use of information on the websites novanode.eu, my.novanode.eu, and related NovaNode domains is free as long as you do not copy, distribute, or otherwise use or misuse this information. You may only reuse the information on these websites in accordance with mandatory law provisions.

1.2 Without the express written permission of NovaNode, it is not permitted to reuse text, photographic material, or other materials on these websites. The intellectual property rights belong to MikeNetworks S.à r.l.-S. (trading as NovaNode).

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2. INFORMATION
2.1 NovaNode strives to maintain websites that are as up to date as possible. However, despite these efforts, if the information or content on NovaNode websites is incomplete or incorrect, NovaNode cannot accept liability for this.

2.2 Information provided on the website is for general informational purposes and does not constitute technical advice or professional consultation.

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3. QUALITY AND WARRANTIES
3.1 The information and/or products on NovaNode websites are offered without any form of guarantee or claim to absolute accuracy. NovaNode reserves the right to modify, remove, or repost these materials without prior notice.

3.2 NovaNode accepts no liability for any information on websites to which NovaNode refers via hyperlinks.

3.3 NovaNode makes commercially reasonable efforts to provide reliable services but does not guarantee uninterrupted or error-free operation, as services depend on third-party infrastructure (data centers, network providers, domain registries).

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4. LIABILITY OF NOVANODE
4.1 NovaNode is expressly not liable for indirect damage, consequential damage, lost profits, missed savings, damage due to business interruption, any lost income due to server downtime or maintenance, loss or damage to any Customer data that occurred during maintenance and/or a malfunction. The Customer indemnifies NovaNode against any form of liability.

4.2 NovaNode is never liable for damage caused by force majeure.

4.3 The Customer indemnifies NovaNode against all claims by third parties for liability as a result of a defect in the Service that the Customer delivered to a third party and which also consisted of goods, materials, or results delivered by NovaNode.

4.4 NovaNode reserves the right at all times to suspend or terminate a service if illegal activities are suspected or detected.

4.5 NovaNode is not obliged to fulfill any obligation when prevented from doing so due to force majeure. Force majeure includes, but is not limited to: war (danger), riots, strikes, civil commotion, fire, water damage, flooding, atmospheric conditions, prolonged power outages, adjustments or maintenance to the telecommunications and/or electricity network of others, cable breaks, network/server attacks including DDoS and DoS, failures in networks important to NovaNode, failures in communication connections including telecommunications connections, or prevention or refusal/prolonged absence of performance by suppliers on whom NovaNode depends for the execution of its work.

4.6 The Customer hereby agrees that any damage in the event of fire, flooding, or natural disasters is at their own expense and hereby waives recourse, subject to mandatory provisions of Luxembourg insurance law.

4.7 Where NovaNode is liable, liability shall be limited to the amount paid by the Customer for the specific Service in the three (3) months preceding the incident, or EUR 500, whichever is lower, except where Luxembourg law prescribes a different minimum.

4.8 NovaNode is not responsible for loss of customer data. Customers are solely responsible for maintaining their own backups. Optional backup services may be available for purchase.

5. SERVICE-SPECIFIC CONDITIONS

5.1 Domain Names

5.1.1 NovaNode only intermediates in registering a domain name for the Customer and will submit the application for the relevant domain to the responsible authority (registry). If the responsible authority does not honor the application, NovaNode can never be held liable for this.

5.1.2 If a requested domain name is no longer available at the time NovaNode submits the application to the relevant authority, and it was available when the Customer submitted the application to NovaNode, NovaNode cannot be held liable in any way for the inability to register a domain name.

5.1.3 Registration of the domain name takes place in the name of the Customer. The Customer is fully responsible for the use of the domain and the domain name. The Customer indemnifies NovaNode against any claim by third parties in connection with the registration and use of the domain name.

5.1.4 Transfer of a domain name requested by the Customer can only be done on condition that the Customer has it in their possession. A cost is charged per application for transfer. If the transfer application is contrary to the conditions of the competent authority, the domain will not be registered and no subscription or other funds for the transfer will be refunded.

5.1.5 The registration of domain names is carried out according to the regulations of the relevant authorities responsible for domain name registration (such as DNS Belgium, SIDN, DNS.LU, Afnic, or ICANN). The Customer has taken note of and accepts these general terms and conditions for domain name registration, available on the domain registry website, and declares that NovaNode has informed them about these general terms and conditions.

5.1.6 Domain registration fees are non-refundable once the domain has been successfully registered with the registry.

5.2 Web Hosting, VPS, and Cloud Services

5.2.1 Storage and bandwidth allocations are specified per service package. Fair use policies apply to prevent abuse.

5.2.2 NovaNode reserves the right to suspend accounts that violate fair use policies, including but not limited to: excessive CPU usage, bandwidth abuse, storage of prohibited content, or activities that negatively impact server performance for other customers.

5.2.3 Customers are responsible for the security of their accounts, including passwords, access credentials, and any content uploaded to their services.

5.2.4 NovaNode may perform scheduled maintenance with advance notice via email or status page. Emergency maintenance may occur without advance notice.

5.3 Email Services

5.3.1 Email services are subject to anti-spam policies. Sending unsolicited bulk email (spam) is strictly prohibited and may result in immediate service termination.

5.3.2 NovaNode implements reasonable spam filtering but is not responsible for false positives or legitimate emails marked as spam.

5.3.3 Email storage limits apply per service plan. NovaNode may archive or delete emails exceeding storage quotas after reasonable notice.

6. CUSTOMER OBLIGATIONS

6.1 The Customer is obliged to use the purchased Service in accordance with Luxembourg law, European Union law, and any regulations applicable to the purchased Service.

6.2 The Customer is obliged to use the delivered Service in such a way that it does not hinder the operation of NovaNode servers and the delivery of the Service to other Customers.

6.3 The Customer is obliged to complete registration forms provided by NovaNode completely and correctly. Incorrect and incomplete registration forms will not be processed.

6.4 If NovaNode finds data on the Customer's rented space that is contrary to the Terms of Service or Luxembourg law, NovaNode reserves the right to remove it without prior consultation and to inform relevant

government authorities if legally required.

6.5 NovaNode reserves the right to suspend the Customer's access to the Service if the Customer acts contrary to these Terms of Service.

6.6 NovaNode will never be obliged to pay any compensation due to suspension or termination of access to the Service based on violation of these Terms. The Customer indemnifies NovaNode against all claims by third parties with regard to this article.

6.7 It is not permitted to use NovaNode services primarily as data storage or file distribution platforms. Services are intended for active websites, applications, or business operations, not as external hard drives or backup-only solutions.

6.8 Customers with "unlimited" features (email accounts, databases, subdomains) must use such features reasonably. NovaNode reserves the right to request reduction to reasonable levels if abuse is detected.

6.9 The Customer shall only use the purchased Service in accordance with the rules, instructions, and restrictions imposed by NovaNode and Luxembourg law. The Customer shall never violate the privacy of third parties, make discriminatory statements about third parties, or harm public order. In particular, the Customer shall:

- Not infringe the Intellectual Property Rights of third parties
- Not distribute unlawful or punishable data
- Not provide material, services, or content in violation of Luxembourg or European Union legislation
- Not attempt to gain unauthorized access to computer systems, including NovaNode servers
- Refrain from unauthorized intrusion into other computers on the internet (hacking)
- Refrain from spamming (unsolicited sending of large quantities of email with the same content)
- Comply with all applicable data protection requirements under the GDPR and Luxembourg data protection law
- Not engage in cryptocurrency mining using shared hosting or VPS resources without explicit written permission
- Not host or distribute malware, phishing sites, or fraudulent content

7. MISCELLANEOUS PROVISIONS

7.1 NovaNode is entitled to suspend the service immediately if illegal activities are detected or reasonably suspected, in accordance with Luxembourg law.

7.2 NovaNode is entitled to suspend access to the support ticket system if the Customer sends disrespectful, abusive, or hateful messages or abuses the system.

7.3 Communications with NovaNode are conducted primarily in English. Communication in French may be available at our discretion.

7.4 Customers may request account closure at any time. Upon closure, services will be terminated and data will be permanently deleted after a 7-day retrieval period (unless closure is due to illegal activity).

8. FEES, PAYMENT, AND CONTRACT TERMS

8.1 Applicability

8.1.1 These Terms of Service apply to all Services that NovaNode offers to its customers. You cannot in any way waive, modify, or replace these Terms of Service. If other conditions apply, this will be stated in writing by NovaNode.

8.1.2 In the event of a conflict between a specific written Agreement and these Terms of Service, the provisions of the written Agreement shall prevail, except where Luxembourg mandatory law provides otherwise.

8.1.3 NovaNode reserves the right to modify these Terms of Service with one (1) month's prior notice by email. Customers may terminate the Agreement free of charge during the one-month notice period if they disagree with the changes, in accordance with Luxembourg Consumer Code.

8.1.4 The Agreement is concluded when the prospective Customer places an order with NovaNode and agrees to these Terms of Service. If the prospective Customer does not agree to the Terms of Service, the order cannot be processed.

8.2 Delivery and Performance

8.2.1 Service activation typically occurs within 30 minutes to 48 hours of payment receipt for standard automated services (web hosting, standard VPS packages, email hosting).

8.2.2 Services requiring manual configuration, custom setup, or administrative approval may take longer to activate.

8.2.3 Delivery periods provided by NovaNode are estimates and are not binding unless explicitly guaranteed in writing. Delay in service activation cannot give rise to compensation or termination of the Agreement, except where Luxembourg law mandates otherwise.

8.3 Contract Duration and Termination

8.3.1 No Fixed Terms - Flexible Service Model

NovaNode operates on a **flexible, no fixed-term contract basis**. All services continue on a **prepaid basis** with no minimum commitment period.

Standard Services (No Fixed Term):

- Web hosting packages
- VPS and Cloud services

- Email hosting
- Domain registration (annual renewal as per registry requirements)
- Managed services
- Technical support subscriptions

8.3.2 Prepaid Service Model

Services are provided on a prepaid basis. Each term must be paid in advance via proforma invoice before service continuation.

8.3.3 Customer Termination Rights

Customers may stop service at any time by simply not paying the next proforma invoice. No formal cancellation notice is required.

- If proforma invoice is not paid, service deactivates automatically on due date
- No refunds for partial months (services are prepaid and non-refundable)
- Customer receives 7 days data retrieval access after service deactivation
- All customer data permanently deleted after retrieval period
- Domain control released to customer (if all payments current and domain is transferable)

8.3.4 NovaNode Termination Rights

NovaNode may terminate services:

- For cause (breach, non-payment, illegal use, Terms violation): immediate termination with 24-hour notice
- Without cause: 30 days written notice
- Service discontinuation (product end-of-life): 90 days notice with migration assistance

8.3.5 Domain Registration Terms

Domain registrations follow registry-mandated terms (typically 1 year). Domain renewals are separate from hosting services and follow registry renewal cycles.

8.4 Pricing and Payment - Proforma Invoicing

8.4.1 Proforma Invoicing Model

NovaNode operates **exclusively on a proforma invoicing basis**. All services must be **paid in advance** before activation or renewal. There are no traditional invoices or post-service billing.

Proforma Process for New Orders:

1. Customer places order through website or customer portal
2. NovaNode issues proforma invoice with payment instructions
3. Customer pays proforma invoice via bank transfer, credit card, or approved payment method
4. Service activates within 30 minutes to 48 hours of payment confirmation (standard services)
5. Services requiring manual configuration may take longer
6. Final invoice/receipt issued after payment received and service activated

Proforma Process for Renewals:

1. NovaNode issues renewal proforma invoice **14 calendar days before service expiry date**
2. Proforma invoice states due date (the service expiry date)
3. Customer pays renewal proforma invoice before due date
4. Service continues without interruption
5. If renewal proforma invoice is NOT paid by due date, service is automatically deactivated

6. Customer data is retained for 7 days after deactivation for retrieval
7. After 7-day retrieval period, all data is permanently deleted

8.4.2 Payment Terms

- All services are prepaid (pay before service activation/renewal)
- New orders: Payment due within 14 days of proforma invoice issuance
- Renewals: Payment due on the service expiry date stated on proforma invoice
- Services will not activate until payment received and confirmed
- Unpaid proforma invoices for new orders expire after 30 days and order is cancelled
- Unpaid renewal proforma invoices result in automatic service deactivation on due date

8.4.3 Pricing Structure

All prices are quoted in EUR (€) and are exclusive of VAT (Taxe sur la Valeur Ajoutée). VAT will be added according to Luxembourg VAT law:

- Luxembourg B2C customers: 17% VAT
- EU B2C customers: Luxembourg VAT applies (17%)
- EU B2B with valid VAT number: Reverse charge (0% VAT, customer self-accounts)
- Non-EU customers: 0% VAT

8.4.4 Price Validity and Changes

- Prices on website are valid at time of order placement
- NovaNode reserves the right to change prices at any time with 30 days notice to existing customers
- Existing customers receive 30 days notice before price

changes take effect on their next renewal

- Customers may cancel within 30-day notice period to avoid price increase (standard 30-day notice applies)

8.4.5 Non-Payment and Service Deactivation

Since NovaNode operates exclusively on a prepaid proforma basis:

For New Orders:

- Services will not activate without payment
- No late payment fees or interest charges apply
- Unpaid proforma invoices expire after 30 days
- Order is automatically cancelled

For Renewals:

- Renewal proforma invoice issued 14 days before service expiry
- If not paid by due date (service expiry date): service is automatically deactivated
- No grace period - deactivation occurs on due date if payment not received
- Customer retains 7 days data retrieval access after deactivation
- All data permanently deleted after 7-day retrieval period
- No late payment fees or interest charges apply to unpaid proforma invoices
- Service can be reactivated by paying outstanding proforma invoice within 7-day retrieval period

8.4.6 Recovery Costs - Payment Reversals and Chargebacks

Since NovaNode operates on a prepaid proforma basis, recovery costs only apply in cases of payment reversals, chargebacks, or fraudulent payments after service has been activated.

In the event of payment reversal or chargeback after service activation, the Customer is liable for all recovery costs:

- Fixed compensation of EUR 40 minimum per reversed payment
- Chargeback processing fees (typically EUR 25-50 per chargeback)
- Collection agency fees (if applicable)
- Lawyer fees and court costs (if legal action required)
- Bailiff fees (as applicable under Luxembourg law)

NovaNode reserves the right to pursue legal action for fraudulent chargebacks or payment reversals.

8.4.7 Failed Payments

When using direct debit/SEPA direct debit, if payment fails, an administrative cost of EUR 10 will be charged per failed transaction.

8.4.8 Currency

All invoices are issued in EUR (€). Customers paying in other currencies are responsible for conversion fees and exchange rate fluctuations.

8.5 Complaints

8.5.1 Any complaint regarding service delivery must be made known to NovaNode by the Customer within **14 calendar days** from the service activation date, discovery of the defect (whichever is earlier), or the date of incident.

Complaints must be submitted in writing via:

- Support ticket through customer portal
- Registered letter to registered office address

8.5.2 Complaints do not suspend the Customer's payment obligations. Invoices must be paid according to terms while complaint is being investigated.

8.5.3 The absence of written complaint regarding a proforma invoice or final invoice within 14 calendar days from its issuance constitutes irrevocable acceptance of the invoice and the amounts, products, and services stated therein.

8.5.4 NovaNode will acknowledge complaints within 2 business days and provide a substantive response within 7 business days.

8.6 Service Availability

8.6.1 NovaNode will make commercially reasonable efforts to ensure that the availability and usability of services is as high as possible. NovaNode will have any malfunctions remedied as quickly as reasonably possible.

8.6.2 NovaNode does not guarantee 100% uptime and cannot guarantee that all delivered Services are available at all times to the Customer or third parties. Services depend on third-party infrastructure including data centers, network providers, and upstream connectivity.

8.6.3 NovaNode is not liable for loss, corruption, or damage to data through the use of the Service, including messages sent via NovaNode servers. **Customers are solely responsible for maintaining their own backups.**

8.6.4 Customers will not be able to use services when NovaNode performs maintenance on necessary equipment. Customers will be informed about planned maintenance via one of the following:

- Email notification (minimum 24 hours advance notice for planned maintenance)
- Status page updates
- Customer portal announcements

NovaNode will attempt to schedule maintenance during low-traffic periods (typically 02:00-06:00 CET), but this cannot be guaranteed. Emergency maintenance may occur without advance notice.

8.6.5 NovaNode is entitled to adapt its equipment and service provision to maintain or improve quality, security, or compliance with legal requirements.

8.6.6 Scheduled maintenance windows do not entitle customers to refunds or service credits unless explicitly guaranteed in a Service Level Agreement (SLA) purchased separately.

8.7 Right of Withdrawal (Consumer Customers Only)

8.7.1 In accordance with Luxembourg consumer protection law implementing EU Directive 2011/83/EU on consumer rights, every private consumer customer (B2C) has the right to cancel services within **14 calendar days** without giving reasons. This is called the right of withdrawal (droit de rétractation).

8.7.2 The 14-day withdrawal period begins:

- For services: from the date of Agreement conclusion

- For domain registrations: from the date of order placement (before registration with registry)

8.7.3 Exceptions to Right of Withdrawal

The right of withdrawal does **not apply** to:

- Services already fully activated or performed with customer's express consent before end of 14-day period

- Domain names already registered with the domain registry

- Custom configuration services already performed

- SSL certificates already issued

- Services for which customer explicitly requested immediate activation (waiver of withdrawal right)

8.7.4 By accepting these Terms of Service and requesting immediate service activation, the Customer explicitly consents to service

commencement during the 14-day withdrawal period and acknowledges that the right of withdrawal is forfeited once services are activated.

8.7.5 If the Customer wishes to preserve their right of withdrawal, they must **not request immediate activation** and must wait until the 14-day period expires before service activation.

8.7.6 Business customers (0.4.2) do not qualify for the statutory right of withdrawal but may cancel services under the standard 30-day notice provision (8.3.2).

8.7.7 Withdrawal requests must be submitted via:

- Customer portal ticketing system

- Registered letter to registered office

NovaNode will confirm receipt of withdrawal within 48 hours and process refund (if applicable) within 14 days.

8.7.8 If services have not yet been activated and withdrawal occurs within 14 days, full refund will be issued minus any non-recoverable costs (e.g., domain registration fees already paid to registry).

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9. DATA PROTECTION AND PRIVACY

9.1 GDPR Compliance

NovaNode processes personal data in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679 and Luxembourg data protection law.

9.2 Data Controller

MikeNetworks S.à r.l.-S. (operating as NovaNode) acts as Data Controller for customer account information and billing data.

9.3 Data Processing

Customer data stored on NovaNode services (websites, emails, databases, files) remains under the Customer's

control. The Customer acts as Data Controller for such data and NovaNode acts as Data Processor.

9.4 Customer Responsibilities

Customers are responsible for:

- Ensuring their use of NovaNode services complies with GDPR and applicable data protection laws

- Obtaining necessary consents for processing personal data

- Implementing appropriate security measures for data stored on services

- Providing privacy policies for their websites/applications

9.5 Data Processing Agreement

For customers who process personal data using NovaNode services (web hosting, VPS, etc.), a Data Processing Agreement (DPA) is available upon request and forms part of this Agreement.

9.6 Data Location

Customer data is stored on our own servers located in one or more of the European Union member states. Data is not transferred outside the EU/EEA without appropriate safeguards.

9.7 Data Retention

- Customer account data: retained for duration of service plus 10 years for accounting/legal compliance

- Service data (websites, emails, files): retained until service termination plus 7-day retrieval period, then permanently deleted

- Backup data: retained according to backup retention policy (typically 7-30 days), then automatically deleted

9.8 Privacy Policy

NovaNode's full Privacy Policy is available at novanode.eu/legal/privacy.pdf and forms part of these Terms of Service.

10. CONFIDENTIALITY

10.1 The provisions in agreements concluded between NovaNode and Customer (including but not limited to custom pricing, technical configurations, and service specifications) are confidential. Neither party may disclose these without the consent of the other, unless required by law or by a government authority.

10.2 This obligation shall remain in effect for a period of three (3) years after termination of the Agreement.

10.3 Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by NovaNode to Customer, including but not limited to:

- Technical configurations and server details
- Custom pricing and commercial terms (excluding publicly advertised standard rates)
- Support tickets, logs, and communications
- Security measures and incident reports

10.4 Customer shall keep all Confidential Information strictly confidential and not disclose to any third party without prior written consent from NovaNode.

10.5 Exceptions

Information is not confidential if:

- Public domain at time of disclosure
- Already known to Customer without confidentiality obligation
- Required by law or court order (with prior notice to NovaNode when possible)

11. APPLICABLE LAW AND JURISDICTION

11.1 Luxembourg law applies to all rights, obligations, offers, orders, and agreements to which these Terms apply, as well as to these Terms themselves.

11.2 In the event of a dispute or judicial collection, the Courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction, subject to mandatory provisions of Luxembourg law regarding jurisdiction.

11.3 If any provision of these Terms of Service is found to be invalid or unenforceable under Luxembourg law, such provision shall be modified to the extent necessary to make it valid and enforceable, or if such modification is not possible, shall be severed, and the remaining provisions shall continue in full force and effect.

12. INFORMATION ABOUT THESE TERMS OF SERVICE

12.1 These Terms of Service are stated on the NovaNode website and can be downloaded from there. They are also sent free of charge upon request via email.

12.2 If these Terms of Service change, you will find the most recent version on our website at novanode.eu/legal/tos.pdf.

12.3 These Terms of Service are available in English. In the event of any discrepancy between different language versions, the English version shall prevail.

12.4 Customers will be notified of changes to Terms of Service via email at least 30 days in advance.

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