

Terms of Service for flyxe.cloud Cloud Platform

1. General Provisions

1.1. These Terms of Use (hereinafter referred to as the "Terms") establish the procedure for the provision of services by the flyxe.cloud cloud platform (hereinafter referred to as the "Platform"), owned by the Open Affect Holdings International B.V. (Open Affect Holdings International Besloten Vennootschap, hereinafter referred to as the "Company").

1.2. By using the Platform, you agree to be bound by these Terms in their entirety.

1.3. The Company reserves the right to amend these Terms at any time. The current version of the Terms shall be published at <https://flyxe.cloud/legal/tos>.

1.4. Continued use of the Platform following any amendments to the Terms shall constitute the User's acceptance of the updated version of the document.

2. Terms and Definitions

2.1. Platform - the flyxe.cloud software and technical complex, constituting a cloud service providing web hosting services, CDN file storage, and database hosting.

2.2. User - a natural or legal person utilizing the Platform's services pursuant to these Terms.

2.3. Account - an individualized section of the User on the Platform, providing access to the service's functionality.

2.4. Content - any data, information, and materials uploaded by the User to the Platform through the provided technical means.

3. Platform Services

3.1. The Platform provides the following principal services.

3.1.1. Web Hosting Services with cPanel Control Panel

3.1.1.1. The Platform provides web hosting services, the administration of which is performed through the cPanel control panel, including the following functionality:

3.1.1.1.1. Website Management:

3.1.1.1.1.1. Addition and administration of domain names and subdomains;

3.1.1.1.1.2. Configuration of redirects and DNS zone management.

3.1.1.1.2. File System Management:

3.1.1.1.2.1. Access via the integrated cPanel file manager;

3.1.1.1.2.2. Access via FTP/SFTP protocols;

3.1.1.1.2.3. Data backup and restoration functionality.

3.1.1.1.3. Web Technology Support:

3.1.1.1.3.1. Selection and configuration of PHP interpreter versions;

3.1.1.1.3.2. Configuration of additional PHP modules;

3.1.1.1.3.3. Support for Apache and NGINX web servers.

3.1.1.1.4. Information Security:

3.1.1.1.4.1. SSL certificate management;

3.1.1.1.4.2. IP blocking mechanisms and protection against automated systems (bots);

3.1.1.1.4.3. Two-factor authentication (2FA).

3.1.1.1.5. Database Management System Administration:

3.1.1.1.5.1. Creation and management of MySQL/PostgreSQL databases;

3.1.1.1.5.2. Access via phpMyAdmin web interface.

3.1.1.1.6. Email Services:

3.1.1.1.6.1. Creation and management of email accounts;

3.1.1.1.6.2. Configuration of spam filtering and forwarding rules;

3.1.1.1.6.3. Connection via IMAP/POP3/SMTP protocols.

3.1.1.2. Additional cPanel tools include automated software installation systems (Softaculous), computing resource usage monitoring tools, and CRON job scheduler configuration mechanisms.

3.1.2. CDN Storage Services

3.1.2.1. Storage and delivery of static content through a geographically distributed network of servers.

3.1.2.2. Automated optimization of graphic images.

3.1.2.3. Protection against distributed DDoS attacks.

3.1.2.4. Geographic distribution of points of presence to ensure optimal content delivery speed.

3.1.2.5. Flexible content caching configuration system.

3.1.3. Database Hosting Services

3.1.3.1. Provision of MySQL and PostgreSQL database management systems.

3.1.3.2. Automated database backup.

3.1.3.3. Performance monitoring and DBMS optimization.

3.1.3.4. Computing resource scaling capability.

3.1.3.5. User administration and access rights management.

4. Registration and Account

4.1. Access to the Platform's services requires mandatory completion of the account registration procedure.

4.2. During registration, the User shall provide exclusively accurate, complete, and current information.

4.3. The User bears full responsibility for:

4.3.1. Ensuring the confidentiality and security of credentials for accessing the Platform.

4.3.2. All actions performed through their account, regardless of the actual person who obtained access.

4.3.3. Timely updating and maintenance of contact information in the account.

4.4. In the event of credential compromise or unauthorized account access, the User shall immediately notify the Company through official technical support channels via Telegram messenger or email.

5. User Rights and Obligations

5.1. The User shall have the right to:

5.1.1. Utilize the Platform's services in accordance with the terms of the selected pricing plan and within the established technical limitations.

5.1.2. Receive technical support in the manner established by the Company.

5.1.3. Require confidentiality of provided personal data in accordance with applicable legislation.

5.1.4. Terminate use of the Platform's services at any time in the manner established by these Terms.

5.2. The User undertakes to:

5.2.1. Strictly comply with the provisions of these Terms and the Company's additional regulations.

5.2.2. Refrain from actions that may disrupt the normal functioning of the Platform or negatively affect the quality of services provided to other Users.

5.2.3. Refrain from using automated software, scripts, or other technical solutions for unauthorized access to the Platform or information retrieval.

5.2.4. Make timely and complete payment for services in accordance with applicable rates.

5.2.5. Comply with the requirements of applicable legislation in the field of intellectual property, copyright, and related rights.

6. Company Rights and Obligations

6.1. The Company shall have the right to:

6.1.1. Modify the Platform's functionality, implement new services, and modify existing ones without prior consultation with the User.

6.1.2. Conduct scheduled technical maintenance related to equipment and software servicing.

6.1.3. Suspend or restrict the User's access to the Platform's services upon detection of violations of these Terms.

6.1.4. Remove User Content that violates applicable legislation or these Terms.

6.2. The Company undertakes to:

6.2.1. Ensure availability of the Platform's services in accordance with parameters established by the Service Level Agreement (SLA).

6.2.2. Implement necessary and sufficient organizational and technical measures to protect User data.

6.2.3. Provide technical support to Users in the established manner.

6.2.4. Provide advance notice to Users regarding scheduled technical maintenance that may affect service availability.

7. Payment for Services

7.1. The cost of the Platform's services shall be determined in accordance with the rates in effect at the time of payment, as published on the Company's official website.

7.2. Payment for services shall be made exclusively by way of prepayment for the selected billing period.

7.3. The Company reserves the right to modify applicable rates with advance notice to Users of no less than thirty (30) calendar days prior to the amendments taking effect.

7.4. In the absence of timely payment for services, the Company shall have the right to:

7.4.1. Suspend provision of services to the User until payment is received.

7.4.2. Delete unpaid computing resources and User data.

7.4.3. Block the User's account with subsequent deletion in accordance with the Company's internal regulations.

8. Usage Restrictions

8.1. Use of the Platform's resources for the following types of activities is strictly prohibited:

8.1.1. Distribution, storage, or transmission of malicious software, including but not limited to viruses, trojans, and spyware.

8.1.2. Organization of or participation in DDoS attacks and other types of network attacks on third parties.

8.1.3. Cryptocurrency mining and use of computing resources for solving cryptographic tasks.

8.1.4. Mass unsolicited mailings (spam) via email or other communication channels.

8.1.5. Phishing, fraudulent schemes, and other activities aimed at unlawful acquisition of data or property of third parties.

8.1.6. Violation of copyright, related rights, and other intellectual property rights of third parties.

8.1.7. Distribution of content prohibited by applicable legislation, including extremist and pornographic materials, as well as materials promoting violence.

8.2. Network Traffic Limit:

8.2.1. The provided network traffic limit shall include all inbound and outbound connections to and from the User's account.

8.2.2. Upon exceeding the traffic limit established by the pricing plan, visitor access to the User's websites shall be automatically restricted until the beginning of the new billing period or increase of the limit.

8.2.3. The User shall have the right to request an increase in the traffic limit through the technical support service in accordance with the Regulation on the Provision of Additional (Non-Tariffed) Traffic.

8.3. Database Size Limit:

8.3.1. The size of disk space occupied by a single database shall be limited by default to 192 MB (one hundred ninety-two megabytes).

8.3.2. Based on the principle of good faith use of resources, the User may submit a request to increase this limit through the technical support service. The decision to provide additional capacity shall be made by the Company on an individual basis.

8.4. Email Service Limits:

8.4.1. Each email account created by the User shall be subject to a limitation on the maximum volume of stored correspondence and data.

8.4.2. For the "WEB-1" pricing plan, the limitation shall be 128 MB (one hundred twenty-eight megabytes) per email account.

8.4.3. For the "WEB-2" pricing plan, the limitation shall be 256 MB (two hundred fifty-six megabytes) per email account.

8.4.4. For the "WEB-3" pricing plan, the limitation shall be 384 MB (three hundred eighty-four megabytes) per email account.

8.5. Permitted File Types in CDN Storage:

8.5.1. Only files with the following extensions shall be permitted for upload to CDN storage: SVG, PNG, JPEG, JPG, GIF, WEBP, MP3, FLAC, WAV, AVI, MP4, FLV, TXT, RTF, PDF, DOC, DOCX, XLS, XLSX, XLSM, PPTM, PPSM, XPS, CSS, JS, JSON, OTF, TTF, FNT.

8.5.2. Upload of files with other extensions is strictly prohibited and may result in automatic deletion of such files and application of sanctions to the User's account.

9. Confidentiality and Data Protection

9.1. The Company undertakes to:

9.1.1. Not disclose Users' personal data to third parties without obtaining the User's prior consent, except in cases expressly provided for by applicable legislation.

9.1.2. Ensure an appropriate level of security for Users' data through the application of modern organizational and technical information protection measures.

9.1.3. Comply with the requirements of applicable legislation in the field of processing and protection of personal data.

9.2. By accepting these Terms, the User consents to the Company's processing of their personal data exclusively for the purposes of providing the Platform's services and fulfilling obligations under these Terms.

9.3. The Company shall have the right to disclose information about the User and provide data in response to official requests from authorized governmental authorities in cases and procedures established by applicable legislation.

10. Liability of the Parties

10.1. The Company shall not be liable for:

10.1.1. Indirect losses of the User, including but not limited to lost profits, loss of business reputation, or loss of data.

10.1.2. Interruptions in the Platform's operation caused by circumstances beyond the Company's control, including actions of third parties, failures in telecommunications networks, or power supply.

10.1.3. Actions or omissions of third parties, including telecommunications service providers and payment system operators.

10.1.4. Content placed by Users on the Platform and the consequences of its placement.

10.2. The User shall bear full responsibility for:

10.2.1. Any violations of the provisions of these Terms.

10.2.2. Content placed by them on the Platform, including its legality, accuracy, and compliance with third-party rights.

10.2.3. All actions performed through their account.

10.2.4. Losses caused to the Company as a result of the User's violation of these Terms or applicable legislation.

10.3. The Company's aggregate liability to the User on any grounds shall be limited to the amount actually paid by the User for the Platform's services during the three months preceding the occurrence of the grounds for liability.

11. Force Majeure Circumstances

11.1. The Parties shall be released from liability for partial or complete non-performance of obligations under these Terms in the event of force majeure circumstances.

11.2. Force majeure circumstances shall include:

11.2.1. Natural disasters (earthquakes, floods, hurricanes, and other natural catastrophes).

11.2.2. Military actions, terrorist acts, armed conflicts.

11.2.3. Mass riots, nationwide strikes.

11.2.4. Acts, actions, or orders of governmental authorities rendering performance of obligations impossible.

11.2.5. Global failures in the Internet network or backbone telecommunications infrastructure.

11.3. The Party affected by force majeure circumstances shall immediately notify the other Party of the occurrence of such circumstances and their anticipated duration.

12. Dispute Resolution Procedure

12.1. All disputes and disagreements arising from or in connection with these Terms shall be resolved through negotiations between the Parties.

12.2. In the event that agreement cannot be reached through negotiations, disputes shall be subject to judicial resolution in accordance with procedural legislation at the Company's place of business.

12.3. These Terms and the relations between the Parties shall be governed by the substantive law of the Kingdom of the Netherlands.

13. Term of Validity and Termination Procedure

13.1. These Terms shall enter into force from the moment the User begins using the Platform's services and shall remain in effect indefinitely.

13.2. The User shall have the right to terminate use of the Platform's services at any time by submitting an appropriate request to the technical support service requesting account deletion.

13.3. The Company shall have the right to unilaterally terminate these Terms and cease provision of services to the User in the event of a material breach of the provisions of these Terms.

13.4. Upon termination of these Terms on any grounds:

13.4.1. The User's access to all Platform services shall be immediately terminated.

13.4.2. All User data and Content shall be deleted in accordance with the Company's internal regulations.

13.4.3. Funds in the User's account balance shall not be subject to refund and shall be retained by the Company as payment for services actually rendered and compensation for Platform expenses.

14. Final Provisions

14.1. A court's determination that certain provisions of these Terms are invalid shall not render the remaining provisions or the Terms as a whole invalid.

14.2. All official notices and communications between the Parties shall be sent to the contact information specified by the User during account registration on the Platform.

14.3. Matters not regulated by these Terms shall be resolved in accordance with the provisions of applicable legislation.

14.4. These Terms are drafted in the Russian language and constitute a public offer in accordance with Article 6:230 of the Civil Code of the Netherlands.

14.5. Company Details:

Name: Open Affect Holdings International B.V. (Open Affect Holdings International Besloten Vennootschap)

Address: Kingdom of the Netherlands, 5011 XK, North Brabant, Tilburg, Kalverstraat 75

Telephone Number: +31.0134558083

Email: hi@flyxe.cloud

Website: <https://flyxe.cloud>

15. Date of Adoption and Revision History

15.1. This revision of the Terms of Use was adopted and entered into force on December 13, 2025.

15.2. Previous revisions of these Terms are available at the following links:

- Revision dated January 6, 2025 (RU):
<https://flyxe.cfd/internal/d771776ba50ef7885cb0916858905b0d2134edc1506af3340c447da890c317f9>

15.3. The User may review any previous revision of the Terms for archival purposes. Only the current version published at <https://flyxe.cloud/legal/tos> shall be deemed effective.

Last update (Laatste update): 13.12.2025
