

HardBrain Ltd

Company Registration No. 16742986 (England and Wales)

Terms & Policies

Complete Legal Documentation

Last Updated: February 2026

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20 Wenlock Road, London, N1 7GU, United Kingdom
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HardBrain Ltd

Company Registration No. 16742986 (England and Wales)
20 Wenlock Road, London, N1 7GU, United Kingdom
Email: support@hardbrain.store
Phone / WhatsApp: +44 7846 033514
Website: hardbrain.store

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Terms of Service

Last Updated: February 1, 2026

1. Business Information

HardBrain Ltd

Business Registration Number: 16742986 (England and Wales)
Registered Office: 20 Wenlock Road, London, N1 7GU, United Kingdom
Email: support@hardbrain.store
Phone: +44 7846 033514

2. General Conditions

- HardBrain reserves the right to modify these terms and pricing for hosting services at any time with notice to existing customers.
- The company ensures servers are kept updated and maintains required security within a 72-hour timeframe. Force majeure events are exempted.
- Compensation for downtime will be considered by HardBrain according to our SLA, but customers cannot make claims beyond the SLA terms.
- HardBrain retains the right to relocate customers to a different IP address and/or physical server when necessary for maintenance or optimization.
- All hosting with HardBrain is subject to the laws of England and Wales.

3. Virtual Private Servers (VPS)

HardBrain Ltd provides KVM-based Virtual Private Server hosting and related services:

- Xeon KVM Servers: Intel Xeon-based VPS for websites, mail servers, and business applications
- Ryzen KVM Servers: AMD Ryzen-powered VPS optimized for high-performance workloads
- Epyc KVM Servers: Enterprise-grade AMD Epyc servers with 5Gbit uplink
- Game Server Hosting: Pre-configured game servers via Pterodactyl panel

A binding agreement is established between the customer and HardBrain for the duration of the lease period. After the selected period expires, the customer can choose to renew or let the agreement and product expire. The customer has 7 days to renew their product after the expiration date; otherwise, all content may be deleted.

4. Prices and Payment

4.1 Currency:

All prices are displayed in EUR (Euros) and USD (US Dollars). Prices shown are exclusive of VAT/taxes unless otherwise stated.

4.2 Payment Methods:

We accept credit/debit cards, PayPal, and cryptocurrency payments. Payments may be processed through third-party payment processors.

4.3 Billing Cycles:

Services are billed on monthly, quarterly, semi-annual, or annual basis as selected at checkout.

4.4 Late Payment:

Services may be suspended after 7 days of non-payment. Data retention period after suspension is 7 days, after which content may be permanently deleted.

Tax Responsibility: It is the customer's sole responsibility to ensure the correct tax country is selected when placing an order.

5. Prohibited Activities

The following activities are strictly prohibited and will result in immediate termination without refund:

- Sending email spam or operating open mail relays
- Engaging in illegal activities as defined by UK and international law
- Operating TOR exit nodes without prior approval
- Conducting DDoS attacks or using the service as a DDoS relay
- Torrenting copyrighted materials or engaging in any illegal torrenting activities
- Performing unauthorized port scans or brute-forcing activities
- Cryptocurrency mining (prohibited to prevent servers being pegged at 100% usage)
- Hosting phishing, scamming, or other fraudulent activities

- Child exploitation material (zero tolerance - reported to authorities)
- Hacking, distributing malware, or network abuse

Abuse of HardBrain's network, including hacking and carrying out DDoS attacks, results in immediate server closure with no possibility of a refund.

6. Violation of Terms

If a customer violates the applicable rules and laws:

- First Violation: HardBrain will issue a warning via email (for minor violations)
- Repeated Violations: Will result in the user account being locked
- Severe Violations: Account closed immediately (e.g., copyright infringement, illegal content)
- Legal Action: HardBrain will disclose customer information to appropriate authorities when required by law

When an account is locked or terminated for violations, there is no compensation for the remaining product period.

7. User Eligibility and Responsibilities

You must be at least 18 years of age and have legal capacity to enter into contracts. You are responsible for:

- Maintaining account security, passwords, and access credentials
- Ensuring your content complies with applicable laws
- Complying with our Acceptable Use Policy
- Keeping your billing and contact information up to date
- Maintaining regular backups of your data
- Responding promptly to abuse notifications

8. Limitation of Liability

To the maximum extent permitted by law:

- HardBrain's total liability shall not exceed the amount paid in the last 12 months
- We are not liable for indirect, incidental, special, or consequential damages
- We are not liable for data loss, business interruption, or lost profits
- You assume all risk of data loss or corruption - maintain your own backups
- Force majeure events exempt HardBrain from liability

9. Warranty Disclaimer

OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE UNINTERRUPTED SERVICE OR ERROR-FREE OPERATION.

10. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes shall be resolved through negotiation, mediation, or litigation in English courts.

Privacy Policy

Last Updated: February 1, 2026

HardBrain Ltd

Company Registration No. 16742986 (England and Wales)
20 Wenlock Road, London, N1 7GU, United Kingdom
Data Protection Contact: privacy@hardbrain.store
Subject to UK GDPR and Data Protection Act 2018

1. Introduction

HardBrain Ltd, registered in England and Wales (Company No. 16742986), is committed to protecting your privacy and ensuring the security of your personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our VPS hosting services.

By using our Services, you consent to the data practices described in this Privacy Policy. If you do not agree, please do not use our Services.

2. Information We Collect

2.1 Personal Information:

- Name, email address, and phone number
- Billing address and payment information
- Account credentials and authentication data
- IP addresses and device information

2.2 Technical Information:

- Server usage data and performance metrics
- Log files and access records
- Cookie and tracking data

3. Data Processors

We work with trusted third-party data processors to deliver our services:

Paddle.com Market Limited

Location: United Kingdom | Purpose: Merchant of Record, payment processing | Data Transferred: Order numbers, purchase information, billing details

SMARTNET LIMITED (AS203446)

Location: United Kingdom / Germany (Frankfurt) | Purpose: Infrastructure provider (IP transit, colocation, DDoS mitigation) | Data Transferred: Server configuration, IP addresses

Cryptocurrency Payment Processors

Location: Various | Purpose: Crypto payment processing (Binance Pay, direct wallet) | Data Transferred: Transaction IDs, wallet addresses, order references

4. How We Use Your Information

- Customer Identification: To verify your identity and maintain your account
- Service Provision: To create and manage your VPS services
- Billing: To process payments, send invoices, and maintain transaction records
- Support: To respond to inquiries and provide technical assistance
- Security: To protect against fraud, abuse, and security threats
- Improvement: To analyze patterns and improve our services
- Legal Compliance: To comply with UK law and respond to lawful requests from authorities

In the event of suspected illegal activity or content hosted in violation of UK law, HardBrain may disclose customer information to the relevant authorities for investigation.

5. Data Sharing and Disclosure

We do not sell your personal information. We may share information with:

- Paddle.com Market Limited: Our Merchant of Record for payment processing
- Infrastructure providers: For service delivery and hosting
- Law enforcement: When legally required by valid legal process

- Service providers: Under strict confidentiality agreements

6. Data Security

We implement industry-standard security measures:

- SSL/TLS encryption for data transmission
- Encrypted storage of sensitive data
- Regular security audits and vulnerability assessments
- Access controls and authentication mechanisms
- DDoS protection and network security monitoring

Security Breach Notification

In the event of a security breach involving your personal data, HardBrain will promptly notify affected customers without undue delay, inform the ICO within 72 hours as required by UK GDPR, and provide details of the breach and remedial actions taken.

7. Data Retention

- Active Accounts: Information retained while account is active
- Billing Records: Retained for 7 years for tax purposes
- Server Data: Deleted 7 days after service termination
- Support Records: Retained for 2 years for quality assurance

8. Your Privacy Rights (UK GDPR)

Under the UK GDPR and Data Protection Act 2018, you have the following rights:

- Right to Information: Request information about personal data we hold
- Right of Access: Request a complete copy of all personal information (30-day response)
- Right to Rectification: Request correction of inaccurate or incomplete data
- Right to Erasure: Request deletion of personal data (subject to legal obligations)
- Right to Data Portability: Request data in structured, machine-readable format
- Right to Object: Object to processing for direct marketing or legitimate interests
- Right to Restrict Processing: Request limits on data use during complaint resolution

How to Exercise Your Rights

Contact us at privacy@hardbrain.store. We will respond within 30 days. We may ask for proof of identity.

9. UK GDPR Compliance

- Legal Basis: Contract performance, legitimate interests, legal obligations, and consent
- Data Minimisation: We only collect data necessary for our services
- Purpose Limitation: Data is used only for stated purposes
- Storage Limitation: Data retained only as long as necessary
- International Transfers: Appropriate safeguards for transfers outside the UK

Right to Complain: Lodge a complaint with the Information Commissioner's Office (ICO) at ico.org.uk or 0303 123 1113.

10. Contact Information

HardBrain Ltd - Privacy Department

Company No. 16742986
20 Wenlock Road, London, N1 7GU, United Kingdom
Email: privacy@hardbrain.store
Phone / WhatsApp: +44 7846 033514

Acceptable Use Policy

Last Updated: February 1, 2026

ZERO TOLERANCE POLICY

HardBrain strictly enforces these rules to ensure the integrity and reliability of its network. Violations will result in the permanent shutdown of services without compensation.

1. Policy Overview

This Acceptable Use Policy ("AUP") defines prohibited uses of HardBrain Ltd's (Company No. 16742986) VPS hosting services. This policy protects HardBrain, our customers, and the internet community from unethical, irresponsible, and illegal activities.

2. Prohibited Activities

2.1 Illegal Activities

- Distribution of pirated software, movies, music, or other copyrighted material
- Hacking, cracking, or distributing hacking tools
- Distribution of malware, viruses, trojans, or ransomware
- Phishing or identity theft operations
- Credit card fraud or financial crimes
- Sale of illegal drugs, weapons, or counterfeit goods
- Child exploitation or abuse material (zero tolerance)
- Human trafficking or exploitation
- Any activity that violates federal or international law

2.2 Network Abuse

- Port scanning or network vulnerability scanning without permission
- Denial of Service (DoS) or Distributed Denial of Service (DDoS) attacks
- IP spoofing or ARP poisoning
- Packet sniffing or network monitoring of others
- Intentional interference with other users' services
- Attempting to breach security or authentication measures
- Unauthorized access to other servers, networks, or systems

2.3 Email and Messaging Abuse

- Sending unsolicited bulk email (spam)
- Operating email lists without proper opt-in procedures
- Selling or renting email lists
- Email harvesting or scraping
- Forging email headers or sender information
- Operating open mail relays or proxies

2.4 Resource Abuse

- Cryptocurrency mining is STRICTLY PROHIBITED
- Excessive CPU usage that impacts other customers
- Running services that consume disproportionate bandwidth
- Automated queries or attacks against third-party services
- Operating BitTorrent trackers or illegal torrenting activities

2.5 Content Restrictions

- Adult content without proper age verification systems
- Hate speech, harassment, or discriminatory content
- Content promoting violence or terrorism
- Defamatory or libelous content
- Content violating intellectual property rights
- Fraudulent or deceptive content

3. Strictly Prohibited (Zero Tolerance)

The following activities result in immediate termination without refund or warning:

- Email Spam: Sending unsolicited bulk email or operating open mail relays
- Illegal Activities: Any activity violating UK, EU, or international law
- TOR Exit Nodes: Operating TOR exit nodes without explicit approval
- DDoS Attacks: Conducting DDoS attacks or using the service as a DDoS relay
- Illegal Torrenting: Torrenting copyrighted materials
- Crypto Mining: Cryptocurrency mining
- Fraud: Hosting phishing, scamming, or fraudulent activities
- CSAM: Child exploitation material (reported to authorities)

4. Permitted with Notification

- VPN Services: Must notify us and ensure no illegal activity
- Proxy Services: Require approval and monitoring
- IRC Servers: Must implement abuse prevention measures
- Game Servers: Should notify to ensure adequate resources
- Tor Exit Nodes: Require special approval and legal review
- Backup Services: Large storage operations need approval

5. Security Requirements

- Keep operating systems and software updated with security patches
- Use strong passwords and secure authentication methods
- Configure firewalls appropriately
- Monitor for unauthorized access or suspicious activity
- Respond promptly to security notifications from HardBrain
- Implement SSL/TLS for sensitive data transmission
- Regular backups of important data

6. Bandwidth and Resource Usage

6.1 Fair Use:

Usage must be reasonable and not impact other customers.

6.2 Excessive Use:

If usage significantly exceeds normal patterns, we may contact you, request optimization, recommend upgrading, or temporarily throttle bandwidth.

6.3 CPU and Memory:

Sustained high CPU usage (above 80% for extended periods) may trigger investigation.

7. Copyright and DMCA

HardBrain complies with the DMCA and other copyright laws. Valid takedown notices are forwarded to you. You must respond within 24 hours. Repeated violations may result in termination.

8. Reporting Violations

Abuse Department

Email: abuse@hardbrain.store

Phone / WhatsApp: +44 7846 033514

Response Time: Within 24 hours for urgent issues

9. Enforcement

- Warning: First-time minor violations may receive a warning
- Suspension: Serious violations result in immediate service suspension
- Termination: Severe or repeated violations lead to account termination
- Legal Action: Illegal activities may be reported to law enforcement
- No Refund: Violations may result in forfeiture of all payments

We cooperate fully with law enforcement and comply with valid legal requests.

10. Account Responsibility

You are responsible for all activity under your account, including actions of users you grant access to, compromised accounts, activity from your IP addresses, and content hosted on your VPS.

Refund Policy

Last Updated: January 28, 2026

HardBrain Ltd

Company Registration No. 16742986 (England and Wales)
20 Wenlock Road, London, N1 7GU, United Kingdom
Billing: billing@hardbrain.store | Support: support@hardbrain.store

1. Overview

HardBrain Ltd provides VPS hosting services. All payments are processed by Paddle.com Market Limited ("Paddle"), acting as our Merchant of Record. Paddle is the seller of record for all transactions.

Refunds and cancellations are handled entirely by Paddle in accordance with Paddle's Consumer Terms.

2. Consumer Right to Cancel

If you are a Consumer, you have the right to cancel your order within 14 days from the day after completion of your transaction, without giving any reason.

To cancel, inform Paddle at paddle.net before the 14-day deadline.

3. Effect of Cancellation

Paddle will reimburse all payments without undue delay, within 14 days, using the same payment method. No fees are charged for the reimbursement.

4. Exception to the Right to Cancel

Your right to cancel does not apply to Digital Content you have started to download, stream or otherwise acquire, and to Products which you have had the benefit of.

5. Refund Policy

Refunds are provided at Paddle's sole discretion on a case-by-case basis. Paddle will refuse requests with evidence of fraud, refund abuse, or manipulative behaviour. This does not affect your rights regarding faulty or misdescribed Products.

6. Subscriptions

Subscriptions automatically renew until cancelled. Cancel via paddle.net at least 48 hours before the billing period ends. Cancellation takes effect at the next payment date. No refunds on unused subscription periods.

The 14-day cancellation right applies only to the initial subscription, not automatic renewals.

7. Your Consumer Rights

You benefit from mandatory provisions of the law of your country of residence. Nothing in this policy affects those rights.

8. Contact Information

For refund and cancellation requests, contact Paddle directly at paddle.net.

HardBrain Ltd

Company No. 16742986
20 Wenlock Road, London, N1 7GU, United Kingdom
Email: support@hardbrain.store
Phone / WhatsApp: +44 7846 033514

Service Level Agreement (SLA)

Last Updated: January 1, 2025

1. SLA Overview

This SLA defines the service level HardBrain Ltd (Company No. 16742986) commits to provide for VPS hosting services.

2. Uptime Guarantee

2.1 Network Uptime: 99.9% guaranteed on a monthly basis.

2.2 Calculation:

Uptime % = ((Total Minutes in Month - Downtime Minutes) / Total Minutes in Month) x 100

2.3 Monitoring: 24/7/365 automated monitoring.

3. Service Credits

If uptime falls below 99.9%, service credits apply:

Monthly Uptime %	Service Credit
99.0% - 99.8%	10% of monthly fee
95.0% - 98.9%	25% of monthly fee
Below 95.0%	50% of monthly fee

4. Exclusions

- Scheduled Maintenance: Announced at least 24 hours in advance
- Emergency Maintenance: Required for security or critical issues
- Customer Actions: Misconfigurations, software issues, or resource abuse
- Force Majeure: Natural disasters, wars, terrorism, or beyond our control
- Third-Party Services: DNS, registrars, or external services
- DDoS Attacks: During active mitigation
- Suspension: Due to ToS violations or non-payment

5. Claiming Credits

Request within 7 days of month end. Submit via support ticket or email support@hardbrain.store with account email, service ID, dates/times, and documentation. Verified within 5 business days. Maximum credit: 50% of monthly fee.

6. Support Response Times

Priority	Description	Response Time
Critical	Service completely down	30 minutes
High	Major functionality impaired	2 hours
Medium	Partial functionality issues	8 hours
Low	General questions/requests	24 hours

7. Maintenance Windows

Scheduled:

Announced 24+ hours in advance. Typically 2 AM - 6 AM EST. Usually 1-2 hours. Does not count against SLA.

Emergency:

As much advance notice as possible. Completed quickly with status updates.

8. Network & Infrastructure

- Multiple Tier 1 network providers with redundant paths
- DDoS protection and mitigation
- Enterprise-grade hardware with redundant power
- RAID storage and hot-swappable components
- Tier III+ data centers with 24/7 security

9. Security

- DDoS protection and mitigation
- Network firewalls and intrusion detection
- Regular security audits and updates
- Encrypted data transmission

Compliance with GDPR, UK Companies House registration, and industry best practices.

10. Limitations

Some aspects are provided on a "best effort" basis. You are responsible for server configuration, backups, application security, and AUP compliance. Service credits are your sole remedy for SLA breaches.

11. Contact

HardBrain Ltd - Support Department

Company No. 16742986

20 Wenlock Road, London, N1 7GU, United Kingdom

Email: support@hardbrain.store | Emergency: 24/7

Phone / WhatsApp: +44 7846 033514

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Delivery & Shipping Policy

Last Updated: February 11, 2026

1. Digital Products & Services

HardBrain Ltd provides digital services only. We do not sell or ship any physical products. All services are delivered electronically.

Our Digital Services:

- Virtual Private Servers (VPS) - Xeon, Ryzen, and Epyc configurations
- Game Server Hosting via Pterodactyl Panel
- IPv6-Only VPS Solutions
- Related hosting and infrastructure services

2. Delivery Timeframes

Automated Provisioning (Instant - 5 minutes):

Most VPS orders are provisioned automatically within minutes of payment.

Manual Review (Up to 24 hours):

Some orders may require manual verification for fraud prevention.

Game Servers (Instant - 10 minutes):

Game server deployments are automated and typically ready within 10 minutes.

3. How Services Are Delivered

Upon successful payment, you will receive:

- Email Notification with service details
 - Client Portal Access at hardbrain.store/client
 - Server Credentials: IP address, root password, SSH access
 - Control Panel Access: Pterodactyl panel credentials (game servers)
- Check your spam/junk folder if you do not receive confirmation within 30 minutes.

4. Service Availability

- Services available 24/7/365 once provisioned
- Infrastructure in multiple data centers across Europe and North America
- Uptime guaranteed per our SLA
- Scheduled maintenance communicated in advance

5. No Physical Shipping

As a 100% digital service provider, HardBrain Ltd does not ship physical products, require delivery addresses, charge shipping fees, or have logistics-related delays.

6. Delivery Issues & Support

Email Support: support@hardbrain.store (Response within 24 hours)

Client Portal: hardbrain.store/client (Open a support ticket)

Imprint / Legal Disclosure

Legal Disclosure & Provider Identification

Service Provider

HardBrain Ltd

20 Wenlock Road, London, N1 7GU, United Kingdom
Company Registration Number: 16742986 (England and Wales)

Contact Information

- Phone: +44 7846 033514
- Email: legal@hardbrain.store
- Website: <https://hardbrain.store>
- Customer Support: support@hardbrain.store
- Abuse Reports: abuse@hardbrain.store

Authorised Representatives

HardBrain Ltd is legally represented by its directors. Requests to specific departments will be routed internally.

Service Operations

While incorporated in the United Kingdom, operational activities, customer support, and service delivery are conducted internationally for optimal global service.

Regulatory Information

Supervisory Authority: Information Commissioner's Office (ICO), United Kingdom

ODR platform: <https://ec.europa.eu/consumers/odr/>

HardBrain Ltd is not obligated to participate in consumer arbitration but is willing to discuss solutions individually.

Editorial Responsibility

Content is curated by the HardBrain communications team. Media enquiries: press@hardbrain.store.

Liability for Content & Links

We are responsible for our own content per general laws. We cannot assume liability for external website content. Infringing links will be removed immediately upon awareness.

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