

# Terms of Service

**Effective Date:** 11/7/2025

**Last Updated:** 11/7/25

Welcome to Nexus Technology Enterprises Ltd. (“**Nexus**,” “**we**,” “**our**,” or “**us**”). These Terms of Service (“**Terms**”) govern your access to and use of our websites, products, and services, including but not limited to **Protect** (Security Solutions), **Cloud** (Hosting Solutions), **Forge** (Hardware Solutions), and **Flux** (Software Solutions), collectively referred to as the “**Services**.”

By accessing, purchasing, or using any of our Services, you (“**Client**,” “**you**,” or “**your**”) agree to be bound by these Terms, along with our **Privacy Policy**, **Billing Policy**, **Acceptable Use Policy (“AUP”)**, and any applicable **Service Level Agreements (“SLA”)** or **Master Service Agreements (“MSA”)**. If you do not agree, you must discontinue the use of all Services immediately.

## 1. Company Information and Jurisdiction

Nexus Technology Enterprises Ltd. is a registered limited company operating in **Northampton, Pennsylvania, USA**. These Terms are governed by the laws of the **Commonwealth of Pennsylvania**, without regard to conflict of law principles.

## 2. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to enter into a legally binding agreement with Nexus. By using our Services, you represent that you meet this requirement and, if acting on behalf of an organization, that you are authorized to accept these Terms on that organization’s behalf.

### 3. Scope of Services

Nexus provides four categories of technology solutions:

**Protect** — physical and digital security solutions, including surveillance setup, access control, and related on-site installations.

**Cloud** — hosting, server management, and online infrastructure solutions.

**Forge** — hardware sales, repairs, diagnostics, and custom systems.

**Flux** — software development, deployment, and integration services.

Each Service may be subject to its own supplemental agreements (e.g., SLA, AUP, or MSA). If there is a conflict between those and this TOS, the supplemental agreement shall govern that specific service.

### 4. Accounts and Access

Certain Services (including billing and support management) require a **Client Portal account**.

You agree to:

Provide accurate, complete, and current information.

Maintain the confidentiality of your login credentials.

Immediately notify us at [legal@nexustechnologies.co](mailto:legal@nexustechnologies.co) if you suspect unauthorized access to your account.

You are responsible for all actions taken under your account, whether authorized or not.

### 5. Payments and Billing

Billing and payment procedures are detailed in the **Billing Policy**, which is incorporated by reference into these Terms.

**One-time Payments** apply primarily to **Protect**, **Forge**, and **Flux** services (e.g., installations, diagnostics, or development projects).

**Recurring Billing** applies primarily to **Cloud** hosting and subscription-based solutions.

Failure to make timely payments may result in service suspension or termination.

By purchasing or subscribing, you authorize Nexus to charge your chosen payment method according to your selected plan and our Billing Policy.

## 6. Service Management and Suspension

Nexus reserves the right to monitor the use of our Services to ensure compliance with all applicable laws, regulations, and the **Acceptable Use Policy (“AUP”)**.

We may suspend or terminate Services immediately if:

- Your use violates our AUP or causes network instability.

- Your hosted server or system poses a security or operational risk to other clients.

- Required payments are delinquent or disputed.

- You fail to cooperate with reasonable investigative or compliance requests.

For **on-site or in-person services**, any physical damage or losses directly caused by Nexus personnel are covered under our business insurance policy.

## 7. Client Responsibilities

You are responsible for:

- Ensuring your use of the Services complies with all applicable laws.

- Maintaining local backups of critical data.

- Keeping hardware and software configurations secure (where applicable).

Nexus is not responsible for data loss resulting from user error, unauthorized access, or client misconfiguration.

## 8. Intellectual Property

All materials, software, documentation, designs, and trademarks created or provided by Nexus remain our exclusive intellectual property unless expressly transferred in writing.

You retain the rights to any original data or content you upload, store, or process using our Services.

## 9. Warranties and Disclaimers

Except as expressly stated in a written agreement (e.g., SLA or MSA), all Services are provided **“as is” and “as available.”**

Nexus makes no warranty, express or implied, regarding uptime, performance, or suitability for any specific purpose, except where explicitly defined in an applicable SLA.

## 10. Limitation of Liability

To the maximum extent permitted by law:

Nexus shall not be liable for indirect, incidental, or consequential damages, including loss of data, profits, or business opportunities.

Our total liability for any claim under these Terms shall not exceed the total amount paid by you for the affected Service during the prior 3 months.

Nothing in this section limits liability for gross negligence, willful misconduct, or damages covered by our business insurance (e.g., on-site service work).

## 11. Termination

You may terminate your Services at any time in accordance with our Billing Policy. Nexus may terminate or suspend Services at its discretion for violations of these Terms or the **Acceptable Use Policy (“AUP”)**. Upon termination:

- Access to Services and data may be disabled.
- Outstanding balances remain due immediately.

We will make reasonable efforts to provide notice prior to termination, except in urgent cases affecting network integrity or security.

## 12. Data Privacy

Nexus collects and processes minimal client data — primarily for account authentication, billing, and access to the client portal.

We do **not sell or share personal data** with third parties outside necessary service providers.

For full details on data handling and user rights, please refer to our **Privacy Policy**, which forms part of this agreement.

## 13. Dispute Resolution

Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts in **Northampton County, Pennsylvania, USA**.

Nexus may, at its discretion, resolve disputes through mediation or arbitration prior to court proceedings.

## 14. Modifications to Terms

We may update these Terms periodically. The revised version will be posted on our website with a new “Last Updated” date.

Continued use of Services after changes are published constitutes your acceptance of the updated Terms.

## 15. Contact Information

For legal notices, inquiries, or concerns under these Terms:

**Email:** [legal@nexustechnologies.co](mailto:legal@nexustechnologies.co)

Physical address: To be added upon office establishment.