

Terms of Service

Obsidian Hosting Terms of Service

Effective Date: July 28, 2026

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us") and any individual or entity accessing or using our website, customer portal, game server hosting services, infrastructure services, software interfaces, or any other products and services provided by the Company (collectively, the "Services").

By creating an account, purchasing Services, accessing the Services, or otherwise using any portion of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, along with any additional policies incorporated by reference, including the Privacy Policy, Refund Policy, Acceptable Use Policy, Service Level Agreement, DMCA & Copyright Policy, Abuse Reporting Policy, and Data Processing Agreement where applicable.

If you do not agree to these Terms, you may not access or use the Services.

2. Definitions

For the purposes of these Terms, the following definitions shall apply.

"Customer" refers to any individual, organization, company, or entity that creates an account, purchases Services, or otherwise accesses the Services.

"Account" refers to the customer profile, credentials, billing information, and associated data used to access the Services.

"Service" or "Services" refers to any hosting plan, server instance, software service, infrastructure resource, website feature, support service, or other offering provided by Obsidian Hosting.

"Customer Content" refers to any files, data, software, configurations, databases, Minecraft worlds, plugins, modifications, or other materials uploaded, stored, or transmitted by the Customer through the Services.

"Third-Party Services" refers to any external provider, platform, software, payment processor, infrastructure provider, or service not directly owned or controlled by Obsidian Hosting.

3. Eligibility and Account Requirements

Customers must have the legal capacity to enter into this agreement under applicable law. Individuals who do not have such capacity must obtain permission from a parent, guardian, or legally authorized representative before using the Services.

Customers are responsible for ensuring that all information provided during account creation, payment processing, and communication with Obsidian Hosting is accurate, complete, and current.

Obsidian Hosting reserves the right to refuse account creation, restrict access, or terminate accounts where inaccurate, fraudulent, misleading, or incomplete information has been provided.

4. Account Security and Responsibility

Customers are responsible for maintaining the confidentiality and security of their account credentials, authentication methods, API keys, and other access information.

Any activity performed through a Customer's account shall be considered authorized unless Obsidian Hosting has been notified of unauthorized access. Customers shall immediately notify Obsidian Hosting if they suspect unauthorized use, security compromise, or improper access to their account.

Obsidian Hosting shall not be responsible for losses, damages, or unauthorized activity resulting from Customer negligence, compromised credentials, shared accounts, or failure to maintain appropriate account security.

5. Services Provided

Obsidian Hosting provides managed and unmanaged hosting solutions, including Minecraft server hosting, infrastructure resources, server management tools, and related services.

Obsidian Hosting reserves the right to modify, upgrade, replace, suspend, or discontinue any Service, feature, or infrastructure component when reasonably necessary for operational, technical, security, or business purposes.

Where practical, Obsidian Hosting will provide reasonable notice of significant changes that materially affect Customer use of the Services.

6. Payments and Billing

All Services are billed in advance according to the billing cycle selected at the time of purchase. Payment obligations begin immediately upon activation of the Service.

Customers authorize Obsidian Hosting and its payment processors to charge all applicable fees associated with purchased Services, including recurring subscription charges where applicable.

Failure to provide timely payment may result in suspension, restriction, or termination of Services in accordance with these Terms and the Refund Policy.

Customers remain responsible for all charges incurred through their account until cancellation has been properly completed.

7. Automatic Renewals

Unless cancelled before the renewal date, recurring Services may automatically renew for the same billing period selected during the initial purchase.

Customers are responsible for cancelling unwanted Services before the next billing date. Failure to cancel prior to renewal shall not constitute grounds for refund except where required by applicable law or expressly permitted under the Refund Policy.

8. Cancellation of Services

Customers may request cancellation of Services through the designated account management system or official support channels.

Cancellation requests shall become effective at the conclusion of the current paid billing period unless otherwise specified.

Cancellation does not automatically entitle the Customer to a refund. Refund eligibility shall be determined according to the Refund Policy.

9. Acceptable Use

Customers agree to use the Services only for lawful purposes and in accordance with these Terms, the Acceptable Use Policy, and all applicable laws and regulations.

Customers shall not use the Services to conduct unauthorized activity, distribute malicious software, perform attacks against networks or systems, infringe intellectual property rights, abuse infrastructure, or otherwise interfere with the operation of Obsidian Hosting or other customers.

Additional restrictions and prohibited activities are described in the Acceptable Use Policy.

10. Customer Content

Customers retain ownership of Customer Content uploaded to or stored through the Services.

By using the Services, Customers grant Obsidian Hosting a limited, non-exclusive license to access, copy, transmit, store, and process Customer Content solely as necessary to provide, maintain, secure, and improve the Services.

Obsidian Hosting does not claim ownership of Customer Content and shall not use Customer Content except as necessary to operate the Services or comply with legal obligations.

Customers are solely responsible for ensuring they possess all required rights, licenses, and permissions for Customer Content.

11. Backups and Data Loss

Customers are responsible for maintaining independent backups of important data.

Although Obsidian Hosting may provide backup functionality, automated backups are provided on an "as available" basis and are not guaranteed to be complete, accurate, uninterrupted, or recoverable.

Obsidian Hosting shall not be responsible for loss of Customer Content resulting from hardware failure, software issues, accidental deletion, security incidents, Customer actions, or circumstances outside the Company's reasonable control.

12. Resource Usage

Customers shall use assigned resources in accordance with their purchased Service plan and shall not intentionally abuse CPU, memory, storage, bandwidth, network capacity, or other infrastructure resources.

Obsidian Hosting reserves the right to investigate excessive resource consumption and may require optimization, migration, upgrading, or other corrective action where usage negatively impacts service reliability or other customers.

13. Service Availability

Obsidian Hosting makes reasonable efforts to maintain reliable availability of the Services but does not guarantee uninterrupted operation.

Service interruptions may occur due to maintenance, hardware failures, software updates, security events, network issues, third-party failures, or circumstances outside the Company's reasonable control.

Availability commitments, where applicable, are governed by the Service Level Agreement.

14. Suspension and Termination

Obsidian Hosting reserves the right to suspend or terminate Services immediately where necessary to protect the security, stability, or integrity of its infrastructure, including situations involving fraud, abuse, illegal activity, unpaid balances, security threats, or violations of these Terms.

Where reasonably possible, Obsidian Hosting may provide notice prior to suspension or termination; however, immediate action may be taken where delay would create risk or additional harm.

Upon termination, Customer access to Services may be removed and stored data may be deleted in accordance with applicable retention practices.

15. Third-Party Services

The Services may rely upon third-party providers, including infrastructure providers, payment processors, software providers, and external platforms.

Obsidian Hosting is not responsible for failures, outages, policy changes, or actions taken by third-party providers.

Customer use of third-party services may be subject to separate terms and conditions imposed by those providers.

16. Intellectual Property

All Obsidian Hosting trademarks, branding, logos, website materials, software, documentation, and proprietary systems remain the exclusive property of Obsidian Hosting unless otherwise stated.

Customers may not copy, modify, distribute, reverse engineer, or exploit Company-owned materials without prior written authorization.

17. Limitation of Liability

To the maximum extent permitted by applicable law, Obsidian Hosting shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from the use or inability to use the Services.

This includes, without limitation, loss of data, loss of revenue, loss of profits, business interruption, service downtime, or third-party claims.

The maximum aggregate liability of Obsidian Hosting shall not exceed the total amount paid by the Customer to Obsidian Hosting for the affected Service during the thirty (30) days preceding the event giving rise to the claim.

18. Indemnification

Customer agrees to defend, indemnify, and hold harmless Obsidian Hosting, its owners, employees, contractors, affiliates, and service providers from claims, damages, liabilities, expenses, and costs arising from Customer use of the Services, violation of these Terms, infringement of third-party rights, or violation of applicable law.

19. Changes to These Terms

Obsidian Hosting reserves the right to modify these Terms at any time.

Material changes will be published through the Company's official website or communicated through appropriate channels when reasonably practical.

Continued use of the Services after such changes become effective constitutes acceptance of the revised Terms.

20. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the State of Texas, United States, without regard to conflict of law principles.

Any disputes arising from these Terms or the Services shall be subject to the jurisdiction of the appropriate courts located within Texas unless otherwise required by applicable law.

21. Severability

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

22. Entire Agreement

These Terms, together with all incorporated policies and agreements, constitute the entire agreement between the Customer and Obsidian Hosting regarding the Services and supersede all prior agreements, communications, or representations relating to the subject matter.

23. Contact Information

Questions regarding these Terms may be submitted through the official Obsidian Hosting support channels provided on the Company's website.

Privacy Policy

Obsidian Hosting Privacy Policy

Effective Date: July 28, 2026

1. Introduction

This Privacy Policy ("Policy") describes how Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us") collects, uses, stores, protects, and discloses information obtained from individuals and entities that access or use our website, customer portal, billing systems, hosting infrastructure, support platforms, and related products and services (collectively, the "Services").

This Policy forms part of the Obsidian Hosting Terms of Service. By accessing or using the Services, you acknowledge that you have reviewed and accepted the practices described within this Policy.

2. Information We Collect

Obsidian Hosting may collect information directly provided by customers during account registration, service purchases, support interactions, or other communications with the Company.

Such information may include, without limitation, a customer's name, email address, billing information, account credentials, contact information, service configuration information, support communications, payment-related information, and any other information voluntarily provided by the customer.

Obsidian Hosting may also collect technical and operational information automatically through the use of the Services. This information may include Internet Protocol ("IP") addresses, browser information, device information, operating system information, access logs, authentication records, server performance data, resource usage statistics, bandwidth usage, error logs, timestamps, security information, and other technical data necessary for maintaining and securing the Services.

3. Account Information

When a customer creates an account with Obsidian Hosting, certain information is required to establish, maintain, and secure the account.

Customers are responsible for ensuring that all information submitted to Obsidian Hosting is accurate, complete, and kept current. Obsidian Hosting may use account information to verify identity, communicate important service updates, process payments, provide support, and prevent unauthorized account access.

Obsidian Hosting reserves the right to verify account information where necessary to protect the security and integrity of the Services.

4. Payment Information

Payments made through Obsidian Hosting are processed through third-party payment processors and financial service providers.

Obsidian Hosting does not intentionally store complete payment card numbers, card verification values, or other sensitive payment credentials. Payment information submitted during transactions is handled according to the privacy practices and security procedures of the applicable payment processor.

Obsidian Hosting may retain limited transaction information, including payment status, transaction identifiers, invoices, and billing history, for accounting, fraud prevention, legal compliance, and customer support purposes.

5. Use of Collected Information

Obsidian Hosting may use collected information for purposes including providing, operating, maintaining, and improving the Services; processing payments; managing customer accounts; providing technical support; communicating with customers; detecting fraud, abuse, or unauthorized activity; enforcing contractual obligations; maintaining infrastructure security; analyzing service performance; developing new features; and complying with applicable legal obligations.

Obsidian Hosting shall only process personal information for legitimate business purposes consistent with the operation and protection of the Services.

6. Cookies and Tracking Technologies

Obsidian Hosting may use cookies, web storage technologies, session identifiers, analytics tools, and similar technologies to improve the functionality, security, and performance of the Services.

Cookies may be used to maintain login sessions, remember user preferences, authenticate accounts, analyze website traffic, identify security threats, and improve customer experience.

Customers may disable cookies through browser settings; however, disabling certain technologies may limit access to portions of the Services or prevent certain features from functioning correctly.

7. Disclosure of Information

Obsidian Hosting does not sell, rent, or trade customer personal information to third parties.

Obsidian Hosting may disclose information when reasonably necessary to provide the Services, including to infrastructure providers, payment processors, software providers, security services, communication platforms, and other trusted service providers acting on behalf of the Company.

Information may also be disclosed where required to comply with applicable law, legal processes, court orders, governmental requests, regulatory obligations, or to protect the rights, property, security, or safety of Obsidian Hosting, its customers, users, or third parties.

8. Third-Party Service Providers

Obsidian Hosting relies on certain third-party providers to support the operation of the Services.

Such providers may include hosting infrastructure providers, payment processors, authentication providers, analytics providers, customer support platforms, and other technology providers.

Obsidian Hosting requires such providers to use customer information only for purposes necessary to provide their respective services and expects such providers to maintain reasonable security practices.

Obsidian Hosting is not responsible for the independent privacy practices, policies, or actions of third-party providers.

9. Customer Content

Customers retain ownership of all files, data, configurations, Minecraft worlds, plugins, modifications, databases, and other materials uploaded or stored through the Services ("Customer Content").

Obsidian Hosting does not claim ownership of Customer Content.

To operate the Services, customers grant Obsidian Hosting a limited, non-exclusive, worldwide license to access, store, copy, transmit, and process Customer Content solely for purposes necessary to provide, maintain, secure, troubleshoot, and improve the Services.

Obsidian Hosting shall not intentionally access Customer Content except where necessary for support, maintenance, security investigations, legal obligations, or customer-requested assistance.

10. Data Security

Obsidian Hosting implements commercially reasonable administrative, technical, and organizational safeguards designed to protect customer information from unauthorized access, disclosure, modification, destruction, or misuse.

Security measures may include access controls, authentication protections, monitoring systems, infrastructure security practices, and operational procedures intended to protect the confidentiality and integrity of customer information.

However, no electronic storage system or method of transmission can guarantee absolute security. Obsidian Hosting does not warrant that customer information will remain completely secure against all possible threats.

11. Data Retention

Obsidian Hosting retains customer information only for as long as reasonably necessary to provide the Services, maintain business records, comply with legal obligations, resolve disputes, enforce agreements, prevent fraud, and protect legitimate business interests.

Following the expiration of applicable retention periods, information may be deleted, anonymized, or securely disposed of.

Certain information may remain in backups or archival systems for a limited period as part of normal operational procedures.

12. User Requests and Data Rights

Depending on applicable law, customers may have rights regarding their personal information, including requesting access, correction, deletion, or restriction of processing.

Requests relating to personal information must be submitted through official Obsidian Hosting support channels and may require identity verification before being processed.

Obsidian Hosting reserves the right to deny requests where fulfilling such requests would violate legal obligations, compromise security, interfere with contractual obligations, or negatively affect the rights of other parties.

13. Children's Privacy

Obsidian Hosting does not knowingly collect personal information from individuals who are prohibited by applicable law from providing such information without appropriate authorization.

Users under applicable age requirements must obtain permission from a parent, guardian, or legally authorized representative before using the Services.

If Obsidian Hosting becomes aware that personal information has been collected in violation of applicable law, reasonable efforts will be made to remove or address such information.

14. International Data Transfers

Customer information may be processed and stored in locations where Obsidian Hosting, its infrastructure providers, or service providers operate.

By using the Services, customers acknowledge that information may be transferred, stored, and processed in jurisdictions outside their own where different data protection laws may apply.

Obsidian Hosting will take reasonable measures to ensure information remains protected consistent with applicable legal requirements.

15. Data Breach Notification

In the event of a confirmed security incident involving unauthorized access to customer information, Obsidian Hosting will evaluate the nature and scope of the incident and take reasonable steps to mitigate harm.

Where legally required, Obsidian Hosting will provide notifications to affected parties and applicable authorities within the timeframes required by applicable law.

16. Changes to This Privacy Policy

Obsidian Hosting reserves the right to modify or update this Privacy Policy at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication methods.

Continued use of the Services following publication of an updated Policy constitutes acceptance of the revised terms.

17. Contact Information

Questions, concerns, or requests regarding this Privacy Policy may be submitted through the official Obsidian Hosting support channels.

Refund Policy

Obsidian Hosting Refund Policy

Effective Date: July 28, 2026

1. Introduction

This Refund Policy ("Policy") governs all payments, refunds, credits, and cancellations associated with services provided by Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us").

This Policy forms part of the Obsidian Hosting Terms of Service and applies to all customers purchasing, renewing, or using any product or service provided by the Company.

By purchasing or continuing to use the Services, the customer acknowledges that they have reviewed, understood, and agreed to the terms contained within this Policy.

2. General Payment Terms

All Services provided by Obsidian Hosting are billed in advance according to the billing cycle selected by the customer at the time of purchase.

Payment obligations begin immediately upon successful completion of an order and activation of the applicable Service.

Customers are responsible for reviewing service specifications, pricing, billing intervals, resource allocations, and any applicable limitations prior to completing a purchase.

Obsidian Hosting is not responsible for customer misunderstandings regarding the features, limitations, or intended use of purchased Services where accurate service information was made available prior to purchase.

3. Eligibility for Refunds

Obsidian Hosting may provide refunds for eligible Services when a request is submitted within seventy-two (72) hours of the original purchase date.

Refund eligibility applies only to newly purchased shared Minecraft hosting plans unless otherwise explicitly stated by Obsidian Hosting.

To qualify for consideration, the customer must submit a refund request through official Obsidian Hosting support channels and provide sufficient information regarding the reason for the request.

Refund eligibility shall be determined by Obsidian Hosting after reviewing account activity, resource usage, payment history, and compliance with the Terms of Service and related policies.

Submission of a refund request does not guarantee approval.

4. Non-Refundable Services

The following Services and charges are not eligible for refunds except where required by applicable law.

Renewal payments, recurring subscription charges, dedicated server services, virtual private servers, infrastructure services, setup fees, migration fees, custom configurations, domain registrations, software licenses, third-party products, account credits, promotional purchases, and services specifically identified as non-refundable are considered final once payment has been completed.

Charges resulting from customer failure to cancel a Service before renewal shall not be refundable unless otherwise required by applicable law or approved at the sole discretion of Obsidian Hosting.

5. Service Activation and Usage

Once a Service has been provisioned and made available to the customer, the customer is considered to have received access to the purchased Service.

Customers who access, configure, modify, transfer, or otherwise use a Service after activation acknowledge that the Service has been delivered.

Obsidian Hosting reserves the right to deny refund requests where the Service has been substantially used, consumed, modified, or operated in a manner inconsistent with a legitimate evaluation period.

6. Cancellation of Services

Customers may cancel Services at any time through the official Obsidian Hosting billing portal or support system.

Cancellation requests prevent future renewals but do not automatically result in a refund for payments already processed.

Customers remain responsible for all charges incurred prior to the effective cancellation date.

Upon cancellation or termination, access to the applicable Service may continue until the end of the current paid billing period unless the Service is suspended or terminated earlier under the Terms of Service.

7. Chargebacks and Payment Disputes

Customers agree to contact Obsidian Hosting and provide a reasonable opportunity to resolve billing disputes before initiating chargebacks, payment reversals, or disputes through financial institutions or payment processors.

Initiating a chargeback without first attempting resolution may result in immediate suspension or termination of all associated Services.

Obsidian Hosting reserves the right to provide transaction records, account information, service usage records, and other relevant documentation to payment processors or financial institutions when responding to disputed transactions.

Customers remain responsible for any fees, penalties, administrative costs, or damages incurred by Obsidian Hosting as a result of fraudulent or improperly initiated payment disputes.

8. Promotional Offers and Credits

Promotional discounts, coupons, credits, trials, and special offers may be subject to additional restrictions.

Promotional balances, account credits, and discounts have no cash value and may not be exchanged for monetary refunds unless expressly required by law.

Obsidian Hosting reserves the right to modify, suspend, or discontinue promotional offers at any time.

9. Refund Processing

If a refund is approved, Obsidian Hosting will issue the refund through the original payment method whenever reasonably possible.

The time required for a refund to appear in a customer's account depends on the customer's payment provider, financial institution, or payment processor.

Obsidian Hosting shall not be responsible for delays caused by third-party financial institutions or payment processing providers.

10. Refund Abuse Prevention

Obsidian Hosting reserves the right to deny refund requests where there is evidence of abuse, fraud, repeated refund attempts, intentional misuse of Services, exploitation of promotional offers, violation of the Terms of Service, or attempts to obtain Services without lawful payment.

Customers who repeatedly request refunds after consuming significant resources or receiving the intended benefit of the Services may have future refund eligibility restricted.

11. Service Interruptions and Downtime

Temporary service interruptions, maintenance periods, hardware failures, software issues, network outages, upstream provider failures, security incidents, or circumstances outside the reasonable control of Obsidian Hosting do not automatically qualify a customer for a refund.

Customers seeking compensation for availability-related issues must refer to the Obsidian Hosting Service Level Agreement, where applicable.

12. Exceptions

Obsidian Hosting reserves the right to approve refunds outside the conditions described in this Policy when circumstances justify such action.

Any exception granted by Obsidian Hosting shall not establish an obligation to provide similar exceptions in future situations.

13. Compliance With Applicable Law

Nothing within this Policy is intended to limit any consumer protection rights that cannot legally be waived under applicable law.

Where any provision of this Policy conflicts with mandatory legal requirements, the applicable legal requirement shall control to the minimum extent necessary.

All remaining provisions of this Policy shall continue to remain valid and enforceable.

14. Changes to This Refund Policy

Obsidian Hosting reserves the right to modify or update this Refund Policy at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication channels.

Continued use of the Services following publication of an updated Refund Policy constitutes acceptance of the revised terms.

15. Contact Information

Questions regarding refunds, cancellations, or billing matters may be submitted through the official Obsidian Hosting support channels.

Acceptable Use Policy

Obsidian Hosting Acceptable Use Policy (AUP)

Effective Date: July 28, 2026

1. Introduction

This Acceptable Use Policy ("Policy" or "AUP") establishes the acceptable and prohibited uses of services provided by Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us").

This Policy forms part of the Obsidian Hosting Terms of Service and applies to all customers, users, administrators, team members, and any other individuals or entities accessing or utilizing the Services.

The purpose of this Policy is to maintain a secure, reliable, and fair hosting environment for all customers while preventing abuse, unlawful activity, security threats, and misuse of Company infrastructure.

By accessing or using the Services, you agree to comply with this Policy. Failure to comply may result in suspension, restriction, or termination of Services.

2. Customer Responsibility

Customers are responsible for all activity conducted through their accounts, servers, and assigned resources, regardless of whether such activity is performed directly by the customer, an authorized user, a staff member, or another individual with access to the account.

Customers are responsible for ensuring that all content, software, configurations, plugins, modifications, files, and applications hosted through the Services comply with this Policy, the Terms of Service, and applicable laws.

Customers are expected to take reasonable measures to secure their accounts, prevent unauthorized access, and maintain control over users who have access to their Services.

3. Lawful Use Requirement

Customers may only use the Services for lawful purposes and in compliance with all applicable federal, state, local, and international laws and regulations.

Obsidian Hosting prohibits the use of its infrastructure for any activity that violates applicable law, infringes upon the rights of others, creates security risks, or negatively impacts the availability and reliability of the Services.

4. Prohibited Activities

Customers shall not use the Services to engage in activities that are unlawful, abusive, harmful, fraudulent, or disruptive.

Prohibited activities include, but are not limited to, unauthorized access attempts, exploitation of vulnerabilities, distribution of malicious software, phishing operations, credential theft, malware hosting, fraudulent activity, unauthorized scanning of networks or systems, and attempts to compromise the security of Obsidian Hosting or third-party infrastructure.

Customers shall not use the Services to host, distribute, or facilitate content involving illegal activity, including content prohibited under applicable criminal laws.

5. Network Abuse and Attacks

Customers may not use the Services to perform, coordinate, facilitate, or participate in denial-of-service attacks, distributed denial-of-service attacks, network flooding, packet abuse, traffic amplification attacks, or any other activity intended to disrupt the availability of systems or networks.

Customers may not intentionally interfere with the operation of Obsidian Hosting infrastructure, other customers' services, upstream providers, or third-party systems.

Any attempt to bypass, weaken, disable, or interfere with security protections implemented by Obsidian Hosting or its providers is strictly prohibited.

6. Malware and Security Threats

The distribution, hosting, creation, or operation of malware, viruses, ransomware, spyware, malicious scripts, credential-stealing software, or other harmful code is prohibited.

Customers may not intentionally host files or applications designed to compromise systems, collect unauthorized information, or gain unauthorized access to accounts, networks, or devices.

If a customer's Service is compromised and used to distribute malicious activity, Obsidian Hosting may suspend access to protect its infrastructure and other customers.

7. Spam and Abuse

Customers may not use the Services to send unsolicited communications, operate spam campaigns, distribute misleading messages, conduct email abuse, or engage in activities intended to manipulate or deceive recipients.

Any email-related services operated through Obsidian Hosting infrastructure must comply with applicable anti-spam laws and regulations.

8. Minecraft Server Usage

Customers using Obsidian Hosting for Minecraft servers are responsible for ensuring that all server content complies with applicable laws, software licenses, and third-party agreements.

Customers are responsible for obtaining appropriate permissions and licenses for all plugins, modifications, maps, resource packs, software, and other content used on their servers.

Obsidian Hosting does not verify ownership, licensing status, or legality of customer-provided Minecraft content.

Customers shall not use Minecraft servers hosted by Obsidian Hosting to distribute unauthorized copies of paid software, stolen accounts, pirated content, malicious modifications, or other prohibited materials.

9. Resource Abuse

Customers are expected to operate Services within the intended limits of their purchased plan.

Customers may not intentionally consume excessive CPU, memory, storage, network bandwidth, disk operations, or other resources in a manner that negatively affects other customers or the stability of shared infrastructure.

Examples of resource abuse may include, but are not limited to, intentionally creating unnecessary processing loads, attempting to bypass resource restrictions, running unauthorized workloads, or using Services for purposes unrelated to the purchased product.

Obsidian Hosting may investigate abnormal usage patterns and may require customers to optimize, upgrade, migrate, or modify their usage.

10. Cryptocurrency Mining and High-Intensity Computing

Unless expressly authorized in writing by Obsidian Hosting, customers may not use the Services for cryptocurrency mining, blockchain validation, artificial intelligence training workloads, distributed computing projects, or other high-intensity computational activities.

Obsidian Hosting reserves the right to determine whether a workload exceeds the intended use of a purchased Service.

11. Account Sharing and Unauthorized Access

Customers may not sell, transfer, rent, lease, or provide unauthorized access to their Obsidian Hosting account or Services without prior authorization.

Customers remain responsible for all activity performed through their account, including activity conducted by employees, administrators, moderators, developers, or other authorized users.

Obsidian Hosting recommends that customers use appropriate access controls and limit permissions to only individuals requiring access.

12. Illegal or Harmful Content

Customers may not store, distribute, transmit, or make available content that violates applicable law or creates a risk of harm.

Obsidian Hosting reserves the right to remove, restrict, or suspend access to content when necessary to comply with legal obligations, protect users, or maintain the security and reliability of the Services.

13. Security Investigations

Obsidian Hosting reserves the right to investigate suspected violations of this Policy, including reviewing relevant logs, usage information, account activity, and technical data necessary to determine whether abuse has occurred.

Such investigations shall be conducted only to the extent reasonably necessary to protect the Services, customers, and infrastructure.

14. Reporting Violations

Reports regarding suspected violations of this Policy may be submitted through official Obsidian Hosting support channels.

Reports should include sufficient information to allow Obsidian Hosting to investigate the matter, including relevant account information, timestamps, descriptions of the suspected abuse, and supporting evidence where available.

15. Enforcement Actions

If Obsidian Hosting determines that a violation of this Policy has occurred, the Company may take appropriate action, including issuing warnings, restricting resources, suspending Services, terminating accounts, removing content, blocking network access, or taking other actions necessary to protect the Services.

The severity of enforcement action shall be determined based on the nature of the violation, potential harm caused, customer history, cooperation during investigation, and other relevant factors.

Obsidian Hosting is not required to provide advance notice where immediate action is necessary to protect infrastructure, customers, or third parties.

16. False Abuse Reports

Customers shall not knowingly submit false, misleading, or malicious abuse reports against other customers, Obsidian Hosting, or third parties.

Abuse of reporting systems may result in account restrictions or termination.

17. Relationship With Other Policies

This Policy shall be interpreted together with the Obsidian Hosting Terms of Service, Privacy Policy, Refund Policy, Service Level Agreement, DMCA & Copyright Policy, Abuse Reporting Policy, and Data Processing Agreement.

Where conflicts exist, the Terms of Service shall control unless another policy expressly states otherwise.

18. Changes to This Policy

Obsidian Hosting reserves the right to modify or update this Acceptable Use Policy at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication channels.

Continued use of the Services following publication of an updated Policy constitutes acceptance of the revised terms.

19. Contact Information

Questions regarding this Acceptable Use Policy may be submitted through the official Obsidian Hosting support channels.

Service Level Agreement

Obsidian Hosting Service Level Agreement (SLA)

Effective Date: July 28, 2026

1. Introduction

This Service Level Agreement ("Agreement" or "SLA") establishes the service availability standards, support expectations, maintenance procedures, and service commitments provided by Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us") to customers using eligible hosting services.

This SLA forms part of the Obsidian Hosting Terms of Service and applies only to Services specifically identified as covered by this Agreement.

By using the Services, the customer acknowledges and agrees that service availability may be affected by scheduled maintenance, emergency maintenance, third-party infrastructure providers, customer actions, and circumstances outside the reasonable control of Obsidian Hosting.

2. Definitions

For the purposes of this SLA, the following definitions shall apply.

"Service Availability" refers to the ability of a customer's hosted service to respond and operate as intended from Obsidian Hosting's infrastructure.

"Downtime" refers to a period during which an eligible Service is unavailable due to a failure of Obsidian Hosting-controlled infrastructure.

"Scheduled Maintenance" refers to planned maintenance activities announced by Obsidian Hosting in advance that may temporarily affect Service availability.

"Emergency Maintenance" refers to unplanned maintenance required to address security issues, hardware failures, network problems, or other urgent operational concerns.

"Service Credit" refers to a credit applied to a customer's account as the sole remedy for qualifying SLA violations.

3. Service Availability Commitment

Obsidian Hosting strives to provide reliable and stable hosting infrastructure and targets a monthly Service Availability level of 99.9% for eligible hosting services.

The availability commitment applies only to Obsidian Hosting-controlled infrastructure and does not include downtime caused by factors outside the Company's reasonable control.

Availability calculations are measured monthly and are based on total minutes in the applicable calendar month, excluding approved exclusions described within this Agreement.

4. Availability Calculation

Service Availability shall be calculated using the following general calculation:

Availability Percentage = ((Total Minutes in Month - Qualifying Downtime) / Total Minutes in Month) × 100

Obsidian Hosting shall determine availability using internal monitoring systems, infrastructure records, network monitoring data, and other technical information reasonably available to the Company.

Customer-provided monitoring tools, third-party monitoring services, or user reports may be considered but shall not be the sole determining factor for SLA calculations.

5. SLA Exclusions

Downtime shall not qualify for SLA credits when caused by circumstances outside the reasonable control of Obsidian Hosting.

Excluded events include, but are not limited to, scheduled maintenance, emergency maintenance, customer configuration errors, customer software issues, plugin failures, Minecraft

server issues, customer-caused resource exhaustion, account suspension due to policy violations, abuse-related restrictions, third-party provider failures, internet service provider outages, distributed denial-of-service attacks, force majeure events, and failures caused by customer actions.

Obsidian Hosting shall not be responsible for availability issues resulting from customer modifications, unsupported software, incorrect configurations, or misuse of the Services.

6. Scheduled Maintenance

Obsidian Hosting may perform scheduled maintenance to improve infrastructure reliability, apply security updates, upgrade hardware, perform software updates, or conduct other operational activities.

Whenever reasonably possible, scheduled maintenance notifications will be provided through official communication channels.

Scheduled maintenance periods shall not count as downtime for purposes of SLA calculations.

7. Emergency Maintenance

Obsidian Hosting may perform emergency maintenance without advance notice when necessary to protect infrastructure, customer data, security, or overall service stability.

Emergency maintenance shall be limited to situations where delay may create increased risk or service disruption.

Obsidian Hosting shall make reasonable efforts to restore normal operation as quickly as possible following emergency maintenance.

8. Network Availability

Obsidian Hosting maintains relationships with upstream network and infrastructure providers to provide reliable connectivity.

Network availability commitments apply only to infrastructure directly controlled by Obsidian Hosting.

Failures involving third-party networks, transit providers, internet routing, customer internet connections, or external services shall not qualify as SLA-covered downtime.

9. Hardware Failures

Obsidian Hosting maintains reasonable procedures for detecting and responding to hardware failures.

In the event of hardware failure affecting customer Services, Obsidian Hosting will make commercially reasonable efforts to restore functionality, repair affected systems, replace failed components, or migrate Services where appropriate.

Hardware-related interruptions may qualify for SLA consideration only when the failure occurs within infrastructure controlled by Obsidian Hosting and does not fall under an excluded circumstance.

10. Support Availability

Obsidian Hosting provides customer support through designated support channels.

Support availability does not constitute a guarantee of immediate response times unless specifically included within a customer's purchased Service plan.

Obsidian Hosting will make reasonable efforts to respond to customer inquiries in a timely manner based on severity, impact, and available resources.

11. Support Priority Levels

Support requests may be prioritized based on severity and impact.

Critical issues affecting widespread infrastructure availability may receive higher priority than individual account issues.

Issues limited to customer configuration, plugins, modifications, applications, or unsupported software may receive lower priority.

Obsidian Hosting reserves the right to determine the priority classification of any support request.

12. Service Credits

If Obsidian Hosting fails to meet the stated Service Availability commitment, eligible customers may request a Service Credit as the sole remedy available under this SLA.

Service Credits shall be calculated based on the affected Service's monthly recurring charge.

For monthly availability below 99.9% but above 99.0%, customers may be eligible for a credit equal to 10% of the affected Service's monthly charge.

For monthly availability below 99.0% but above 95.0%, customers may be eligible for a credit equal to 25% of the affected Service's monthly charge.

For monthly availability below 95.0%, customers may be eligible for a credit equal to 50% of the affected Service's monthly charge.

Service Credits shall not exceed 100% of the affected Service's monthly recurring charge.

13. Requesting Service Credits

Customers must submit SLA credit requests through official Obsidian Hosting support channels within thirty (30) days following the end of the month in which the alleged SLA violation occurred.

Requests must include sufficient information to identify the affected Service, the relevant dates and times, and any supporting documentation.

Failure to submit a request within the required timeframe shall result in waiver of the applicable Service Credit claim.

14. Limitations of SLA Remedies

Service Credits provided under this Agreement represent the customer's exclusive remedy for qualifying SLA failures.

Obsidian Hosting shall not be responsible for additional damages, losses, business interruption, lost revenue, lost profits, or indirect damages resulting from service interruptions.

Nothing within this Agreement limits any rights that cannot legally be waived under applicable law.

15. Customer Responsibilities

Customers are responsible for maintaining appropriate backups, securing account credentials, properly configuring software, maintaining compatible applications, and ensuring their own systems are capable of accessing the Services.

Obsidian Hosting shall not be responsible for failures caused by customer negligence, unauthorized modifications, unsupported software, or improper use of the Services.

16. Force Majeure

Obsidian Hosting shall not be liable for failure to perform obligations under this SLA due to circumstances beyond its reasonable control.

Such circumstances may include natural disasters, government actions, labor disputes, internet infrastructure failures, power failures, cyberattacks, hardware shortages, supplier failures, or other events outside the Company's reasonable control.

17. Changes to This SLA

Obsidian Hosting reserves the right to modify or update this Service Level Agreement at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication channels.

Continued use of the Services following publication of an updated SLA constitutes acceptance of the revised terms.

18. Contact Information

Questions regarding this Service Level Agreement, availability concerns, or SLA credit requests may be submitted through the official Obsidian Hosting support channels.

DMCA & Copyright Policy

Obsidian Hosting DMCA & Copyright Policy

Effective Date: July 28, 2026

1. Introduction

This Digital Millennium Copyright Act and Copyright Policy ("Policy") establishes the procedures used by Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us") for responding to claims of copyright infringement and other intellectual property violations involving content hosted through our Services.

Obsidian Hosting respects the intellectual property rights of others and expects customers using our Services to do the same. Customers are solely responsible for ensuring that content uploaded, stored, transmitted, or distributed through the Services does not infringe upon the copyrights, trademarks, or other intellectual property rights of third parties.

This Policy forms part of the Obsidian Hosting Terms of Service and applies to all customers, users, and third parties interacting with the Services.

2. Scope of Policy

Obsidian Hosting provides hosting infrastructure and technical services that may allow customers to store, process, or transmit Customer Content, including but not limited to Minecraft server files, plugins, modifications, maps, websites, databases, media files, and other digital materials.

Obsidian Hosting does not actively monitor all Customer Content hosted through the Services and does not assume responsibility for reviewing, identifying, or determining whether customer-provided content violates intellectual property rights.

Customers retain full responsibility for ensuring they possess all necessary rights, permissions, licenses, and authorizations required to use any content uploaded or hosted through the Services.

3. Copyright Infringement Complaints

Copyright owners or authorized representatives who believe that content hosted through Obsidian Hosting infringes their copyrighted works may submit a written copyright infringement notice.

A valid copyright complaint must contain sufficient information for Obsidian Hosting to identify the allegedly infringing material and evaluate the claim.

The complaint should include identification of the copyrighted work claimed to have been infringed, identification of the material alleged to be infringing and information reasonably sufficient to locate the material, contact information for the complaining party, a statement confirming that the complaining party has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable law, and a statement confirming that the information provided is accurate.

The complaint must also include a statement made under penalty of perjury that the complaining party is authorized to act on behalf of the copyright owner whose rights are allegedly infringed.

The complaining party must provide a physical or electronic signature.

4. Submission of Copyright Complaints

Copyright complaints should be submitted through the official Obsidian Hosting support channels.

Upon receiving a properly submitted complaint, Obsidian Hosting may review the claim, contact relevant parties, request additional information, restrict access to content, or take other actions deemed appropriate under applicable law and Company policies.

Obsidian Hosting does not guarantee that every complaint will result in removal or restriction of content. Decisions shall be made based on the information available, applicable law, and the circumstances of each individual matter.

5. Response to Valid Complaints

Where Obsidian Hosting determines that a complaint appears valid or that action is required under applicable law, the Company may take actions including removal or restriction of access to the identified material, notification of the affected customer, requesting additional information, or taking other appropriate enforcement measures.

Customers whose content has been restricted or removed may have the opportunity to submit a counter-notification where permitted by applicable law.

6. Counter-Notifications

A customer who believes that content was removed or restricted due to an improper copyright claim may submit a counter-notification.

A valid counter-notification should identify the removed material, explain why the customer believes the material was incorrectly removed or restricted, provide sufficient contact information, include a statement made under penalty of perjury that the customer has a good-faith belief that the material was removed due to mistake or misidentification, and include a physical or electronic signature.

Obsidian Hosting may forward valid counter-notifications to the complaining party where required or appropriate.

Restoration of removed content may occur where permitted by applicable law and where no valid legal objection remains.

7. Repeat Infringers

Obsidian Hosting reserves the right to suspend or terminate accounts belonging to customers who repeatedly engage in copyright infringement or demonstrate a pattern of violating intellectual property rights.

The determination of whether a customer qualifies as a repeat infringer shall be made at the sole discretion of Obsidian Hosting based on available evidence, previous complaints, customer responses, and relevant circumstances.

8. Customer Responsibility for Copyright Compliance

Customers are solely responsible for all content they upload, store, transmit, or make available through the Services.

Customers must ensure that all content, including but not limited to Minecraft plugins, modifications, software, maps, resource packs, images, videos, music, databases, and other files, is legally obtained and used in accordance with applicable licenses and permissions.

Obsidian Hosting shall not be responsible for obtaining licenses, verifying ownership, or determining whether customer content complies with third-party agreements.

9. Trademark and Other Intellectual Property Claims

This Policy also applies to claims involving trademarks, trade names, logos, patents, trade secrets, and other intellectual property rights.

Parties submitting intellectual property complaints should provide sufficient documentation demonstrating ownership or authorization to enforce the applicable rights.

Obsidian Hosting reserves the right to request additional information before taking action.

10. Abuse of Copyright Reporting Procedures

Individuals or entities submitting knowingly false, fraudulent, misleading, or malicious copyright complaints may be subject to account restrictions, termination, or other appropriate action.

Submitting a copyright complaint does not guarantee removal of content and does not create liability for Obsidian Hosting where the Company acts reasonably and in accordance with applicable law.

11. Third-Party Content

Obsidian Hosting may provide links, integrations, or access to third-party services and content.

Obsidian Hosting does not control or assume responsibility for third-party materials and is not responsible for intellectual property violations occurring on external platforms.

12. Relationship With Other Policies

This Policy shall be interpreted together with the Obsidian Hosting Terms of Service, Privacy Policy, Acceptable Use Policy, Abuse Reporting Policy, and other applicable agreements.

Violations of copyright or intellectual property rights may also constitute violations of the Acceptable Use Policy and Terms of Service.

13. Changes to This Policy

Obsidian Hosting reserves the right to modify or update this DMCA & Copyright Policy at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication channels.

Continued use of the Services following publication of an updated Policy constitutes acceptance of the revised terms.

14. Contact Information

Copyright complaints, counter-notifications, and intellectual property inquiries may be submitted through the official Obsidian Hosting support channels.

Abuse Reporting Policy

Obsidian Hosting Abuse Reporting Policy

Effective Date: July 28, 2026

1. Introduction

This Abuse Reporting Policy ("Policy") establishes the procedures for reporting, investigating, and responding to suspected abuse involving services provided by Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us").

Obsidian Hosting is committed to maintaining a secure, reliable, and responsible hosting environment for all customers, users, and third parties. Reports regarding security threats, malicious activity, copyright violations, network abuse, unlawful content, or violations of Company policies may be submitted for review in accordance with this Policy.

This Policy forms part of the Obsidian Hosting Terms of Service and applies to all customers, users, and third parties interacting with the Services.

2. Scope of Abuse Reports

Abuse reports may concern any activity involving Obsidian Hosting infrastructure, customer accounts, hosted services, or network resources that may violate applicable law, the Terms of Service, Acceptable Use Policy, DMCA & Copyright Policy, or other applicable agreements.

Examples of reportable activity may include unauthorized access attempts, malware distribution, phishing activity, spam operations, network attacks, copyright infringement, fraudulent activity, resource abuse, compromised accounts, or other conduct that threatens the security, availability, or integrity of the Services.

3. Submission Requirements

Individuals or organizations submitting an abuse report should provide sufficient information to allow Obsidian Hosting to investigate the matter.

A report should include a description of the suspected abuse, relevant dates and times, affected IP addresses, domain names, account identifiers where available, copies of relevant logs or evidence, and any additional information that may assist in determining the validity of the report.

Reports lacking sufficient information may result in delays or may be closed without further action if Obsidian Hosting is unable to reasonably investigate the claim.

4. Abuse Report Submission

Abuse reports must be submitted through official Obsidian Hosting support channels.

Obsidian Hosting may request additional information from the reporting party before beginning or completing an investigation.

The Company reserves the right to prioritize reports based on severity, potential impact, security implications, and available resources.

5. Investigation Process

Upon receiving an abuse report, Obsidian Hosting may review relevant information including account records, service activity, network information, system logs, technical data, and communications related to the reported activity.

Investigations are conducted on a reasonable-effort basis and may involve communication with the reporting party, the affected customer, third-party providers, or other relevant parties.

Obsidian Hosting does not guarantee a specific investigation timeframe or outcome.

6. Customer Notification

Where appropriate, Obsidian Hosting may notify the affected customer of an abuse report and provide an opportunity to respond, correct the issue, or provide additional information.

Obsidian Hosting may withhold certain details of a report where disclosure could compromise security investigations, reveal confidential information, violate legal obligations, or negatively affect the rights of another party.

7. Enforcement Actions

If Obsidian Hosting determines that abuse has occurred, the Company may take actions necessary to protect its infrastructure, customers, and third parties.

Actions may include issuing warnings, requesting corrective action, restricting access, suspending services, terminating accounts, removing content, blocking network activity, requiring security improvements, or taking other appropriate measures.

The specific action taken shall depend on the severity of the violation, potential impact, customer cooperation, prior history, and other relevant circumstances.

8. Emergency Response

Obsidian Hosting reserves the right to immediately restrict, suspend, or terminate access to Services when necessary to prevent ongoing harm, protect infrastructure, comply with legal requirements, or respond to significant security threats.

Advance notice may not be provided where immediate action is required to protect the Services or other parties.

9. Security Vulnerability Reports

Obsidian Hosting encourages responsible disclosure of security vulnerabilities affecting Company-operated systems and infrastructure.

Individuals who discover a potential security vulnerability should report the issue privately through official Obsidian Hosting support channels and provide sufficient technical information to reproduce or evaluate the issue.

Customers and third parties shall not publicly disclose vulnerabilities before allowing Obsidian Hosting a reasonable opportunity to investigate and address the matter.

10. Compromised Services

If a customer believes that their Service, account, or hosted environment has been compromised, they should notify Obsidian Hosting as soon as reasonably possible.

Obsidian Hosting may assist with investigation, containment, and restoration efforts where appropriate; however, customers remain responsible for maintaining appropriate security practices, backups, credentials, and access controls.

11. False or Malicious Reports

Reports submitted intentionally with false information, misleading claims, harassment, or malicious intent may result in restrictions against the reporting party.

Obsidian Hosting reserves the right to disregard abuse reports that are determined to be fraudulent, abusive, unsupported, or submitted for improper purposes.

12. Confidentiality of Abuse Reports

Obsidian Hosting may maintain confidentiality regarding abuse reports, investigations, evidence, and related communications.

Information may be disclosed where required by law, necessary to complete an investigation, required to enforce Company policies, or necessary to protect the rights, property, or security of Obsidian Hosting, its customers, or third parties.

13. Third-Party Abuse Reports

Obsidian Hosting may receive abuse reports from external organizations, security researchers, internet service providers, law enforcement agencies, copyright holders, and other third parties.

The Company may take action based on credible third-party reports even where the affected customer has not directly violated a report submitted through the Company's support system.

14. Relationship With Other Policies

This Policy shall be interpreted together with the Obsidian Hosting Terms of Service, Privacy Policy, Acceptable Use Policy, DMCA & Copyright Policy, Refund Policy, Service Level Agreement, and Data Processing Agreement.

Conduct that violates this Policy may also constitute a violation of other Company agreements and may result in additional enforcement action.

15. Changes to This Policy

Obsidian Hosting reserves the right to modify or update this Abuse Reporting Policy at any time.

Changes shall become effective upon publication through the official Obsidian Hosting website or other designated communication channels.

Continued use of the Services following publication of an updated Policy constitutes acceptance of the revised terms.

16. Contact Information

Abuse reports, security concerns, and related inquiries may be submitted through the official Obsidian Hosting support channels.

Data Processing Agreement

Obsidian Hosting Data Processing Agreement (DPA)

Effective Date: July 28, 2026

1. Introduction

This Data Processing Agreement ("Agreement" or "DPA") establishes the terms under which Obsidian Hosting ("Obsidian Hosting," "Company," "we," "our," or "us") processes personal information on behalf of customers who use the Services.

This Agreement is intended to govern the processing of personal information where Obsidian Hosting acts as a service provider, processor, or similar role under applicable data protection laws.

This DPA forms part of the Obsidian Hosting Terms of Service and applies to customers who use Services involving the storage, processing, transmission, or handling of personal information.

By using the Services, the customer acknowledges and agrees to the terms contained within this Agreement.

2. Definitions

For purposes of this Agreement, the following definitions shall apply.

"Customer" refers to the individual or entity purchasing or using the Services.

"Personal Data" or "Personal Information" refers to any information relating to an identified or identifiable individual as defined by applicable data protection laws.

"Processing" refers to any operation performed on Personal Data, including collection, storage, modification, retrieval, transmission, disclosure, restriction, or deletion.

"Controller" refers to the party that determines the purposes and methods of processing Personal Data.

"Processor" refers to the party that processes Personal Data on behalf of a Controller.

"Subprocessor" refers to any third-party service provider engaged by Obsidian Hosting to process Personal Data in connection with providing the Services.

"Data Subject" refers to an individual whose Personal Data is processed.

3. Relationship Between the Parties

For purposes of this Agreement, the customer shall generally act as the Controller of Personal Data submitted, uploaded, or otherwise processed through the Services.

Obsidian Hosting shall act as a Processor or service provider when processing Personal Data solely on behalf of the customer and according to the customer's instructions.

Nothing within this Agreement transfers ownership of Personal Data from the customer to Obsidian Hosting.

Obsidian Hosting shall process Personal Data only as necessary to provide, maintain, secure, and improve the Services or as otherwise required by applicable law.

4. Scope of Processing

The scope of processing under this Agreement shall depend on the Services selected by the customer and the nature of information submitted through those Services.

Processing activities may include hosting, storing, transmitting, retrieving, securing, maintaining, and providing access to Personal Data necessary for operation of the Services.

The types of Personal Data processed may include account information, usernames, email addresses, IP addresses, server-related information, customer-provided files, application data, logs, and other information submitted by the customer.

The categories of Data Subjects may include customers, end users, website visitors, server users, employees, contractors, or other individuals whose information is processed through customer-controlled applications or environments.

5. Customer Responsibilities

The customer remains responsible for determining the legality, purpose, and scope of Personal Data processing conducted through the Services.

The customer shall ensure that it has obtained all necessary rights, permissions, notices, and legal bases required to provide Personal Data to Obsidian Hosting.

The customer is responsible for ensuring that its use of the Services complies with applicable privacy, security, and data protection laws.

The customer shall not instruct Obsidian Hosting to process Personal Data in a manner that violates applicable law.

6. Obsidian Hosting Responsibilities

Obsidian Hosting shall process Personal Data only to provide the Services, fulfill contractual obligations, maintain security, prevent abuse, comply with legal requirements, or perform other activities reasonably necessary for operating the Company.

Obsidian Hosting shall implement reasonable technical and organizational measures designed to protect Personal Data against unauthorized access, accidental loss, destruction, alteration, disclosure, or misuse.

Obsidian Hosting shall maintain procedures intended to limit access to Personal Data only to authorized personnel, systems, and service providers requiring such access for legitimate business purposes.

7. Confidentiality Obligations

Obsidian Hosting agrees to treat Personal Data processed under this Agreement as confidential.

Personnel and contractors who may access Personal Data shall be subject to appropriate confidentiality obligations or professional duties requiring protection of such information.

Obsidian Hosting shall not intentionally disclose Personal Data to third parties except as permitted under this Agreement, the Terms of Service, applicable law, or customer instructions.

8. Security Measures

Obsidian Hosting maintains reasonable security practices intended to protect Personal Data processed through the Services.

Security measures may include access controls, authentication mechanisms, monitoring systems, infrastructure protections, vulnerability management practices, operational procedures, and other safeguards appropriate to the nature of the Services.

The customer acknowledges that no electronic system can guarantee absolute security and that Obsidian Hosting cannot eliminate all risks associated with data processing.

9. Subprocessors

The customer authorizes Obsidian Hosting to engage third-party service providers necessary to provide and operate the Services.

Subprocessors may include infrastructure providers, payment processors, software providers, monitoring providers, security providers, communication platforms, and other vendors supporting Company operations.

Obsidian Hosting shall require subprocessors to maintain appropriate obligations regarding confidentiality, security, and data protection.

Obsidian Hosting remains responsible for the performance of subprocessors to the extent required by applicable law.

10. International Data Transfers

Personal Data may be processed or stored in locations outside the customer's jurisdiction due to the global nature of internet infrastructure and third-party service providers.

Where required by applicable law, Obsidian Hosting shall take reasonable steps to ensure that international transfers of Personal Data are performed using appropriate safeguards.

Customers acknowledge that the use of internet-based Services may involve transmission and processing of information across multiple jurisdictions.

11. Data Subject Requests

Where a customer receives a request from a Data Subject relating to Personal Data processed through the Services, the customer remains primarily responsible for responding to such requests.

Where required and reasonably possible, Obsidian Hosting may provide assistance necessary for the customer to fulfill applicable obligations.

Obsidian Hosting may require verification of authority before providing access to Personal Data or performing requested actions.

12. Government and Legal Requests

Obsidian Hosting may disclose Personal Data where required by applicable law, legal process, court order, regulatory request, or governmental authority.

Where legally permitted, Obsidian Hosting may notify the customer of such requests before disclosure.

Obsidian Hosting is not required to provide notice where prohibited by law or where immediate disclosure is necessary to comply with legal obligations.

13. Data Breach Notification

In the event Obsidian Hosting becomes aware of a confirmed security incident involving unauthorized access to Personal Data processed under this Agreement, the Company shall evaluate the nature, scope, and potential impact of the incident.

Where required by applicable law or contractual obligation, Obsidian Hosting shall provide appropriate notification to affected parties within legally required timeframes.

Obsidian Hosting shall take reasonable steps to investigate, mitigate, and address security incidents.

14. Audits and Compliance

Upon reasonable request and subject to confidentiality obligations, Obsidian Hosting may provide information reasonably necessary to demonstrate compliance with applicable data protection obligations.

Customers shall not conduct intrusive audits, security testing, or assessments that interfere with Company operations without prior written authorization.

Any audit requests shall be conducted in a manner that protects the confidentiality, security, and availability of the Services.

15. Data Deletion and Return

Upon termination of Services, customers may request deletion of Personal Data processed through the Services, subject to applicable legal requirements, operational limitations, backup retention procedures, and legitimate business purposes.

Obsidian Hosting may retain certain information where necessary to comply with legal obligations, resolve disputes, maintain security records, prevent fraud, or enforce agreements.

16. GDPR and International Privacy Laws

Where applicable, this Agreement is intended to provide appropriate contractual protections consistent with relevant privacy and data protection regulations, including the European Union General Data Protection Regulation ("GDPR") and similar privacy frameworks.

The obligations contained within this Agreement shall apply only to the extent required by applicable law.

17. Limitation of Liability

To the maximum extent permitted by applicable law, Obsidian Hosting shall not be liable for damages resulting from customer instructions, customer misuse of Personal Data, unlawful customer processing activities, unauthorized access caused by customer negligence, or circumstances outside the reasonable control of Obsidian Hosting.

The limitations of liability contained within the Terms of Service are incorporated into this Agreement.

18. Term and Termination

This Agreement shall remain effective for as long as the customer uses Services involving Personal Data processing.

Upon termination of the Services, applicable obligations relating to confidentiality, security, and legal compliance shall continue for the period required by applicable law or the nature of the obligations.

19. Changes to This Agreement

Obsidian Hosting reserves the right to modify or update this Data Processing Agreement where necessary to reflect changes in legal requirements, business practices, technology, or Services.

Changes shall become effective upon publication through official Obsidian Hosting channels or upon notice to affected customers where required.

20. Contact Information

Questions regarding this Data Processing Agreement, privacy practices, or data protection matters may be submitted through the official Obsidian Hosting support channels.

