

hexbyte Terms and Conditions

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hexbyte (“hexbyte”, “we”, “us”, or “our”), is a software company providing software development, penetration testing, consulting, and various other software services and solutions, including APIs, applications, and related services (collectively, the “Services”). By accessing or using our Services, you (“User,” “you,” or “your”) agree to be bound by these Terms and Conditions (“Terms”). If you do not agree to these Terms, you must not use our Services.

1. Acceptance of Terms

By accessing, registering for, or using any of our Services, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy available at <https://hexbyte.dev/privacy>. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms. If you do not agree to these Terms, you must not use our Services.

2. Description of Services

hexbyte provides software development, penetration testing, consulting, and various other software solutions, including but not limited to APIs, applications, and related tools and services. We reserve the right to modify, update, suspend, or discontinue any Service, in whole or in part, at our sole discretion, with or without notice.

3. User Accounts

3.1 You must provide accurate, current, and complete information when creating an account for any of our Services, and promptly update such information to keep it accurate and complete.

3.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

3.3 You must notify us immediately of any unauthorized use of your account by contacting hello@hexbyte.dev.

4. Subscription, Fees, and Payment

4.1 Some Services may be offered for free, while others may require a subscription or one-time payment. Pricing details, if applicable, will be provided at the time of subscription or purchase.

4.2 We reserve the right to introduce or modify fees for any Service. You will be notified in advance of any changes to pricing or terms, and continued use of the Service constitutes agreement to the updated terms.

4.3 All payments are non-refundable unless otherwise stated in a specific Service agreement or required by applicable law.

5. Use of Services

You agree to use our Services only for lawful purposes and in compliance with these Terms and all applicable local, national, and international laws. Prohibited activities include, but are not limited to:

- Violating any laws, regulations, or third-party rights.
- Attempting to reverse-engineer, decompile, hack, or disrupt the Services.
- Using the Services for malicious, fraudulent, or harmful purposes.
- Overloading or attempting to overload our systems (e.g., through excessive API calls).
- Impersonating any person or entity or misrepresenting your affiliation with any person or entity.
- Attempting to gain unauthorized access to other accounts, networks, or systems connected to the Services.

- Uploading or transmitting viruses, malware, or other harmful, malicious or unlawful content.
- Engaging in any activity that interferes with or disrupts the Services or servers or networks connected to the Services.

6. Data Privacy and Security

6.1 General Data Protection Regulation (GDPR) Compliance

If you are located in the European Economic Area (EEA) or process data of EEA residents, we comply with the GDPR. For Services like APIs, we act as a data processor, and you are the data controller. We implement appropriate technical and organizational measures to protect personal data. Data subjects may exercise their rights (e.g., access, rectification, erasure, or data portability) by contacting legal@hexbyte.dev.

6.2 California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA)

If you are a California resident or process data of California residents, you have rights under the CCPA/CPRA. hexbyte does not sell personal information as defined by California law. You may request disclosure, correction, or deletion of your personal data, or opt out of certain data practices by contacting legal@hexbyte.dev.

6.3 Data Ownership and License

6.3.1 You retain ownership of all data you upload or input into our Services.

6.3.2 By using our Services, you grant hexbyte a non-exclusive, worldwide, royalty-free license to use, store, process, and display your data solely to provide and improve the Services.

6.3.3 We may use anonymized and aggregated data for analytics, service improvement, and other business purposes.

7. Intellectual Property

All content, software, and materials provided through our Services, including but not limited to text, graphics, logos, icons, images, software, APIs, designs, trademarks, and documentation are the property of hexbyte or its licensors. You may not use, reproduce, modify, or distribute any of our intellectual property without our prior written consent.

8. Limitations of Liability

8.1 The Services are provided “as is” and “as available,” without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement, except to the extent such warranties cannot be disclaimed under applicable law.

8.2 To the maximum extent permitted by law, hexbyte, its affiliates, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages, or for loss of profits, revenue, or data, arising from or related to your use of the Services, even if we have been advised of the possibility of such damages. This limitation does not apply to liability resulting from our gross negligence, fraud, or willful misconduct, or where otherwise prohibited by law.

8.3 Our total liability for any claim related to the Services shall not exceed the amount you paid us (if any) for the Service in the twelve (12) months prior to the claim, to the extent permitted by applicable law.

Note: Nothing in these Terms is intended to exclude, restrict, or modify any rights that you may have under applicable law that cannot be excluded, restricted, or modified by agreement. If any provision of these Terms is found to be unenforceable in your jurisdiction, that provision will be deemed modified to the minimum extent necessary to comply with applicable law, and all other provisions will remain in full force and effect.

9. Indemnification

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless hexbyte, its affiliates, officers, employees, and agents from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from your use of the Services, violation of these Terms, or infringement of any third-party rights.

10. Termination

10.1 We may suspend or terminate your access to any or all Services at our sole discretion, with or without cause, and with or without notice, including for violation of these Terms.

10.2 Upon termination, your right to use the Services ceases immediately, and we may delete your data in accordance with our data retention policies.

10.3 You may terminate your account at any time by contacting hello@hexbyte.dev.

11. Amendments to Terms

We may update these Terms from time to time. Changes will be effective upon posting to our website or notifying you directly. Your continued use of the Services after such changes constitutes your agreement to the updated Terms.

12. Force Majeure

hexbyte shall not be liable for any failure or delay in performing our obligations under these Terms due to circumstances beyond our reasonable control, including but not limited to natural disasters, government actions, or internet outages.

13. Age Restrictions

Our Services are not intended for individuals under the age of 18. By accessing or using our Services, you represent and warrant that you are at least 18 years old or have obtained parental or guardian consent if you are under 18. We do not knowingly collect personal information from minors. If we become aware that we have collected personal information from a minor without proper consent, we will take steps to delete such information promptly.

14. Survival of Terms

The following sections of these Terms shall survive termination or expiration of this agreement: Limitations of Liability, Indemnification, Intellectual Property, Data Privacy and Security, and any other provisions that by their nature are intended to survive termination.

15. Entire Agreement

These Terms, together with any other agreements or policies referenced herein, constitute the entire agreement between you and hexbyte regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter.

16. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

17. Waiver

The failure of hexbyte to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver of a provision must be in writing and signed by an authorized representative of hexbyte to be effective.

18. Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of hexbyte. hexbyte may assign or transfer its rights and obligations under these Terms, in whole or in part, to any affiliate or in connection with a merger, acquisition, sale of assets, or similar transaction, without your consent.

19. Notices

All notices required or permitted under these Terms shall be in writing and delivered by email or posted on our website <https://hexbyte.dev>. Notices to hexbyte must be sent to legal@hexbyte.dev. Notices are deemed effective upon sending (for email) or posting (for website notices). You are responsible for providing and maintaining accurate contact information for receiving notices.

20. Additional Terms for Specific Services

Certain tools, products, or services provided by hexbyte may be offered under separate terms and conditions, which will be made available on the relevant domain or subdomain. In such cases, those specific terms will apply to your use of the applicable tool or service, and will prevail in the event of any conflict with these general Terms and Conditions.

21. Contact Information

For questions about these Terms, to exercise your privacy rights, or for other inquiries, please contact us:

hexbyte Legal Team

Email: legal@hexbyte.dev