



Terms of Service Introduction

NodeClusters agrees to provide services to the subscriber/client, who is subject to the “Terms of Service.” NodeClusters, the company, hereafter referred to as, "NodeClusters," "Us," "We," and The Client, "Customer," "Client," "You," and “Subscriber.” The terms of service will be hereafter referred to as, “document,” “ToS,” and “Terms of Service.”

All sections of this contract are subject to change at any time without any notice given to the client. The client understands that the change to this document is not grounds for a refund, early contract termination, or any monetary reimbursement.

Changes to these terms

NodeClusters reserves the right, at its sole discretion, to modify this document in any way deemed fit without any notice given to the client. It is the responsibility of the client to inform themselves of any modifications to this document.

Continued usage of the services after a modification to this document implies that the client accepts the updated changes to this document.

1. Accounts

NodeClusters, in accordance with our privacy policy, outlines the following requirements for our valid account holders:

(a) We as NodeClusters reserve the full right, at our sole discretion, to terminate your account without notice for any reason we deem fit, which includes but is not limited to:

1. Terms of Service Violation
2. Illegal activity performed on our services
3. Activities deemed dangerous to our company

(b) The account owner should be in legal possession of the email address provided on the account registration. Fraudulent information provided will trigger clause (a) seen above.

(c) The security of your account is your own responsibility; as such, any breach will be regarded as your responsibility.

(d) The sharing of accounts with other individuals is prohibited at the fullest; this includes but not limited to: third party sales, sale of an account, transfer of accounts and or transfer of company accounts.

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(e) Your account will be the only guaranteed means of communication with NodeClusters, and as such your personal information must be correct, in the event such is not refer to clause (a) above.

2. Payments

NodeClusters uses PayPal Holdings Inc. as its payment gateway, commonly known as "PayPal." As such, information shared with the payment gateway will be made available to NodeClusters in accordance with the privacy policy.

NodeClusters uses Bitcoin as its second payment gateway. As such, information shared with the payment gateway will be made available to NodeClusters in accordance with the privacy policy.

(a) To activate any services on NodeClusters, the payment must first be made and verified.

(b) Invoices and or services will be suspended after 48 hours if no payment can be made or verified. Any invoices and or services not paid after five days will result in termination.

(c) NodeClusters will handle any disputes authorised by a third party legal team and as such, any fraud and unauthorised disputes will be reported to the authorities.

(d) Your account security is your own responsibility; as such, any breach will be regarded as your responsibility.

3. Refunds and Cancellation

We fully understand that you may not be satisfied with our services or realize you no longer need them. Therefore, we offer refunds and cancellations on the following conditions.

(a) All services include a 7-day timeframe where refunds can be provided when valid reasons are provided. The 7-day timeframe does not include payments that are for service renewals, as such, refunds are only possible in the 7-days after initial purchase.

(b) Any deposit made directly to your client account for account credit is non-refundable.

(c) To cancel active services (after 7 days) this can be done in the client portal under "active services".

4. Ownership

By using our services does not give you ownership of any intellectual property rights of our services and or products purchased and or viewed. You may not use content from our services

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unless you obtain permission from its managerial team or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our services.

Do not remove, obscure, or alter any legal notices displayed in or along with our services. NodeClusters reserves the right, at its sole discretion, to modify or replace any part of this agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. The Operator may also, in the future, offer new services and features through the Site (including, the release of new tools and resources).

5. Edibility and Availability

(a) To order any of our services, the account holder needs to be above the age of 18. NodeClusters assumes all account holders are above the required period or have parental/guardian permission, and the liability will fall upon the consent, necessary holders.

(b) We make reasonable efforts to ensure all our services are operating at full capacity and effectiveness and at all times, as such in the event services are unavailable we will notify any stakeholders such as clients, users and so forth via various communication means.

(c) No refunds will be provided for the outage, nor do we ensure a continuous operation is guaranteed. However, compensation may be provided at the discretion of NodeClusters.

7. Usage and Legal Obligations

(a) Services may only be used for the intended purpose and as such no illegal activities may be operated on our services and or by our services.

(b) No cracked/illegal/unowned third-party software may be installed on any of our services.

(c) You may not bypass set limitations of our services.

(d) You may not exceed your required usage and be following the general practice of acceptable use.

(e) Your usage must be reasonable and not place excessive burdens on hardware or available resources, as such no additional support will be provided, but new services must be ordered.

(f) You acknowledge that the Services and any Material may not be used for data warehousing such as (but not limited to) storage of backup or archival data, mirror sites, or personal multimedia content such as movies, music, photos or other media. VPS hosting products are exempt from rule 7(f) due to clear limitations being provided to the Client.

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(g) We monitor the use of the Products or Services and, if we consider that, for example, your use of our products (for example, your mailboxes, disk space usage or CPU) is excessive, we reserve the right to contact you in such events.

(h) Our legal obligation includes but not limited to, monitoring the usage of clients/users.

(i) Our legal obligation includes but not limited to the liability and or negligence of the client and our involvement.

(j) Our legal obligation includes but not limited to termination of services in the event terms are violated.

(k) All services are still subjected to software limitations and physical hardware limits.

8. Liability

(a) NodeClusters will not be held liable for the actions of the client/user.

(b) NodeClusters will not be responsible for delays or failure in performance caused by acts of God, war, terrorism, strike, labour dispute, work stoppage, fire, an action of government, or any other cause, whether similar or dissimilar, beyond our control.

(c) NodeClusters is not responsible for any damages occurred by the client.

(d) NodeClusters is not responsible for any negligence or illegal acts by the client

9. Service Limitations

a. All services are still subjected to software limitations and physical hardware limits.

10. Server Abuse

Any attempt to undermine or cause harm to a server or customer that is on NodeClusters is strictly prohibited. As our customer, you are responsible for all your accounts and actions. If you violate our Terms Of Service, your account will be cancelled and terminated without a refund.

We reserve the right, and have absolute discretion, but not the obligation, to remove, screen or edit any content (including Material) that breaches this Agreement or is otherwise objectionable. Without prejudice to any other provision of this Agreement, we reserve the right to immediately remove any Material to which we object and/or if you are otherwise making inappropriate use of the Services contrary to the requirements of this Agreement.