

## **Terms of Service**

These Terms of Service govern your use of the website located at <https://staticnode.org> and any related services provided by StaticNode.

By accessing <https://staticnode.org>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by StaticNode.

We, StaticNode, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on September 8, 2024.

### **Limitations of Use**

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or "mirror" the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service StaticNode provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

### **Intellectual Property**

The intellectual property in the materials contained in this website are owned by or licensed to StaticNode and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by StaticNode at any time.

### **Registration and Payments**

To access and use StaticNode services, you must create an account, ensuring that all provided information is accurate and promptly updated as necessary. Users are responsible for maintaining the security and confidentiality of their account credentials, and sharing of account credentials with third parties is prohibited. In the event of unauthorized access to your account, you must notify StaticNode immediately. StaticNode is not liable for any loss or damage arising from your failure to maintain security obligations.

When setting up your account, you will be asked to provide financial information relevant to your chosen payment method, which may include credit card details or other payment service details. All payments made on our platform are processed via third-party services such as PayPal, Stripe, Google Payments, or Apple Pay. As these third-party payment processors handle all financial information according to their own terms of service, which you must agree to comply with, StaticNode does not process or retain any financial information directly.

Users must ensure that their use of StaticNode services adheres to all legal and regulatory requirements and does not negatively impact the operation of our network or other users. This includes refraining from sending unauthorized advertisements or engaging in any behavior that might be deemed disruptive or offensive. Failure to comply with these usage standards may result in immediate suspension or termination of your account.

StaticNode offers refunds under specific conditions. A refund request must be submitted within 24 hours of the transaction to be considered. Refunds may be denied if there is evidence of failure to understand the limitations of the services purchased, or if there is a pattern of behavior that suggests an attempt to exploit the refund policy, such as frequent cancellations. At its discretion, StaticNode may issue refunds in the form of store credit and reserves the right to determine the eligibility of services for refunds, handling each request on a case-by-case basis.

### **Communication and Email Tracking**

StaticNode tracks the delivery status of critical emails related to invoicing and payment confirmations to ensure accountability and prevent disputes regarding the receipt of communications. This measure is crucial for maintaining transparent and reliable communication channels between StaticNode and its users. Additionally, StaticNode will send mandatory communications to users, including service updates, payment confirmations, and security alerts. These communications are integral to the provision of our services and are necessary for the continuous operation and security of user accounts and services. Such communications are not subject to user opt-out, ensuring that all users receive vital information that may affect their service or account status.

### **Prohibited Uses**

Users are prohibited from utilizing StaticNode services in any manner that could damage, disable, overburden, or impair any StaticNode server, or the network(s) connected to any StaticNode server, or interfere with any other party's use and enjoyment of any services. Engaging in activities that violate any applicable laws, cause disruption, or use the service for deceptive or fraudulent purposes is strictly forbidden and may result in immediate termination of service. For more information about prohibited activities, please read our Acceptable Use Policy.

### **Liability**

StaticNode provides its website and the materials on the website on an 'as is' basis. To the extent permitted by applicable law, StaticNode disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights. StaticNode does not guarantee the continuous, uninterrupted or error-free operation of its services, nor that all communications and materials provided through its services will be secure or free from errors or viruses.

Under no circumstances will StaticNode or its suppliers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the use of or inability to use the website and services provided. This includes, but is not limited to, loss of profits, data, goodwill, or other intangible losses, even if StaticNode or an authorized representative has been advised of the possibility of such damages.

Specifically, StaticNode is not liable for any losses or damages arising from the unauthorized use of your data, your reliance on the services provided, or the interactions with third-party services facilitated by StaticNode's platform. In the context of this agreement, "consequential loss" encompasses not only consequential loss but also indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss

of reputation, loss of use and/or loss or corruption of data, whether incurred under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

The limitations of liability set forth above are fundamental elements of the basis of the bargain between StaticNode and you. StaticNode would not be able to provide its services on an economical basis without such limitations. The limitations will apply even if any remedy fails its essential purpose.

Please note that some jurisdictions do not permit limitations on implied warranties or the exclusion or limitation of certain damages. Therefore, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

### **Accuracy of Materials**

The information and materials provided on the StaticNode website are intended for general informational purposes only and may not cover all details or potential issues related to our services or operations. StaticNode does not guarantee the completeness, accuracy, or timeliness of the information available on our website. Consequently, reliance on the materials on this website for decision-making without consulting primary, more complete, or more timely sources of information is not recommended.

Users are encouraged to review the information provided on our website critically and complement it with independent research and professional advice when necessary. StaticNode is not responsible for any inaccuracies or omissions in the information provided or for any decisions made based on such information.

StaticNode reserves the right to make changes to the content on its website at any time without prior notice. Users are responsible for regularly reviewing these terms and website content to stay informed of any updates. Changes made to the website content may happen periodically to update the information regarding our services, pricing, and other details without notification.

### **Additional Tools**

Please note that our website may include third-party tools which are outside of our control. The access to said tools is provided on an 'as is' basis with no warranties, expressed or implied, and without any endorsement. We are not liable for the use of the third-party tools provided on our website. You are solely responsible for any risks associated with using said tools, we recommend reading the relevant third-party provider's Terms of Service. StaticNode has the right to offer new third-party tools in the future.

### **Links**

StaticNode has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval or control by StaticNode of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

### **Inaccuracies and Mistakes**

Please note that any content available on our website may contain typographical errors, inaccuracies, or mistakes related to the service's description, pricing, promotion, and availability. We have the right to cancel or update any existing services should any information provided by us be proven inaccurate. Said information can be amended at any time without prior notice. Please note that we are not obligated to clarify any of the information related to our website and service, including pricing information, except as required by law.

### **Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the website; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the website with whom you connected via the website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### **Right to Terminate**

StaticNode reserves the right to suspend or terminate services without prior notice if users are found to be violating the terms of this agreement or engaging in abusive behavior. Such actions include, but are not limited to, detrimental effects on other users or StaticNode infrastructure. Decisions regarding suspension or termination will be made at StaticNode's discretion and are intended to ensure the integrity and reliability of our services.

### **Severance**

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

### **Entire Agreement**

These Terms of Service and any policies or operating rules posted by us on the website or with respect to the website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Service or use of the website. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

### **Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of the United States. You irrevocably submit to the exclusive jurisdiction of the courts in that location.