

# Node Solutions – Terms & Conditions

**Effective Date: September 1, 2025**

## 1. Introduction

Welcome to Node Solutions. These Terms & Conditions (“Terms”) form a legally binding agreement between you (“User,” “you,” or “your”) and Node Solutions (“Company,” “we,” “us,” or “our”). By registering for an account, subscribing to our Services, or otherwise using them, you acknowledge that you have read, understood, and agreed to these Terms, our Privacy Policy, and any additional terms or policies incorporated herein. If you do not agree, you may not use the Services.

We may update these Terms at any time. Changes take effect immediately upon posting on our website, with the Effective Date updated accordingly. Continued use of the Services after changes are posted constitutes acceptance of those changes.

Node Solutions provides subscription-based virtual private server (VPS) hosting, node hosting, digital storage, and related technology support. These Terms apply to all Services offered by Node Solutions, including updates and enhancements.

Questions may be directed to **support@nodesolutions.ai**.

## 2. Definitions

For purposes of these Terms:

- **“Company”** means Node Solutions, including its subsidiaries, affiliates, officers, employees, agents, and partners.
- **“Services”** means all VPS hosting, node hosting, storage, support, and related offerings provided by Node Solutions.
- **“User,” “you,” or “your”** means any individual or entity accessing or using the Services.
- **“Account”** means the registered profile created with Node Solutions to access Services.
- **“Subscription”** refers to month-to-month paid access to Services.

- **“Virtual Private Server” or “VPS”** means the virtualized server environment provided by Node Solutions.
- **“Content”** means data, files, or digital materials uploaded or stored by you through the Services.
- **“Payment Method”** means the valid method of payment provided by you, including credit card, debit card, or bank account.
- **“Billing Cycle”** means the recurring monthly period for which subscription fees are charged in advance.
- **“Cancellation”** means your request to terminate your Subscription, effective at the end of the current Billing Cycle.
- **“Termination”** means discontinuation of Services, whether initiated by you or by Node Solutions.
- **“Privacy Policy”** refers to our separate policy governing how we collect, use, and protect information.
- **“Force Majeure”** means events beyond a party’s reasonable control, including natural disasters, acts of government, labor disputes, cyberattacks, or service outages.

### 3. Eligibility and Account Registration

To use the Services, you must:

- Be at least 18 years old, or the age of majority in your jurisdiction.
- Have legal capacity to enter into binding contracts. If registering on behalf of an organization, you must have authority to bind that entity.

When creating an Account, you must provide accurate and current information, including a valid Payment Method, and update it as necessary.

You are responsible for safeguarding login credentials and all activity under your Account, whether authorized or not. Unauthorized use must be reported immediately.

Node Solutions implements reasonable security measures but you are ultimately responsible for maintaining your Account and restricting access to authorized individuals only.

## 4. Services Provided

Node Solutions offers:

- **VPS Hosting:** Subscription-based servers configurable to User needs.
- **Node Hosting:** Infrastructure optimized for blockchain and decentralized software nodes.
- **Technology Support:** Setup, troubleshooting, and maintenance assistance via email, live chat, or documentation.
- **Digital Storage:** Secure storage for files and data. Users are responsible for maintaining their own backups.
- **Availability:** While we strive for continuous access, Services may be unavailable due to maintenance, upgrades, or unforeseen issues.
- **Modifications:** We may modify or discontinue Services at any time, with reasonable notice for material changes.

## 5. User Responsibilities

By using the Services, you agree to:

- Use them lawfully and in compliance with these Terms.
- Not engage in prohibited activities, including:
  - Illegal activity (fraud, money laundering, hacking).
  - Spamming or unsolicited communications.
  - Uploading malware, ransomware, phishing attempts, or harmful code.
  - Infringing intellectual property rights.
  - Defamatory, harassing, or discriminatory conduct.
  - Attempting unauthorized access to systems, networks, or accounts.

You are responsible for configuring and securing your VPS, using strong passwords, updating software, restricting access to authorized individuals, and promptly reporting vulnerabilities.

Node Solutions reserves the right to monitor activity, remove prohibited content, and suspend or terminate Accounts without notice for violations.

**Indemnification:** You agree to indemnify, defend, and hold harmless Node Solutions, its affiliates, and employees from claims, damages, liabilities, and expenses (including reasonable attorney's fees) arising from your use of the Services, your Content, or your violation of these Terms.

## 6. Billing and Payment Terms

- **Subscription Fees:** Billed monthly in advance; non-refundable except as provided in Section 7.
- **Payment Schedule:** Charged automatically to your Payment Method on your Billing Date each month. If your Billing Date does not exist in a given month, billing occurs on the last day of that month.
- **Payment Methods:** You must maintain a valid Payment Method. Providing it authorizes recurring charges.
- **Failed Payments:** If payment fails, we may retry. If unresolved, your Account may be suspended or terminated. You are responsible for any collections costs incurred.
- **Late Payments:** Persistent non-payment may result in Account termination and deletion of Content.
- **Fee Changes:** Subscription fees may be modified with advance notice. New fees take effect at the next Billing Cycle.
- **Billing Disputes:** Disputes must be raised within 30 days of the charge. Failure to do so waives your right to challenge the charge.
- **Taxes:** All fees exclude applicable taxes, which are your responsibility.

## 7. Refunds and Cancellations

- **Refunds:** All sales are final. Refunds are not available except if Node Solutions fails to deliver Services as described. Any refund will be at our sole discretion.

- **Cancellations by User:** You may cancel at any time via your Account or by contacting [support@nodesolutions.ai](mailto:support@nodesolutions.ai). Services remain active until the end of the Billing Cycle. No refunds for unused time.
- **Data on Cancellation:** Upon cancellation or termination, data may be deleted immediately or retained temporarily at Company discretion. We have no obligation to recover or retain data.
- **Failure to Pay:** Non-payment automatically results in suspension or termination.
- **Re-subscribing:** Cancelled Users may re-subscribe, but prior server availability or Content recovery is not guaranteed.

## 8. Termination by Company

We may suspend or terminate your Account immediately, with or without notice, for reasons including:

- Violation of these Terms.
- Non-payment.
- Fraudulent, malicious, or illegal activity.
- Compliance with law or government request.

Termination results in revocation of Services and deletion of data without liability.

## 9. Intellectual Property

- All rights, title, and interest in the Services, software, technology, and trademarks remain the property of Node Solutions or its licensors.
- You retain ownership of your Content, but grant Node Solutions a non-exclusive, worldwide, royalty-free license to store, access, and process it for providing Services or complying with law.
- You may not use Node Solutions marks without prior written consent.

- Feedback, ideas, or suggestions provided by Users may be used by Node Solutions without obligation.
- Integrated third-party services are subject to their own terms; Node Solutions disclaims responsibility for their performance.

## 10. Privacy and Data Security

We collect and process information as described in our Privacy Policy ([nodesolutions.ai/privacy\\_policy](https://nodesolutions.ai/privacy_policy)).

Node Solutions employs security measures including encryption, access controls, and audits, but no system is 100% secure. We do not guarantee absolute protection.

You are responsible for protecting login credentials, maintaining secure configurations, and restricting access. Node Solutions is not liable for unauthorized access resulting from your failure to secure your Account.

In the event of a data breach, we will notify you as required by law and take steps to mitigate harm.

We may transfer data to servers outside your jurisdiction. By using the Services, you consent to such transfers.

We may retain personal data and Content as long as reasonably necessary to provide Services, comply with law, resolve disputes, and enforce these Terms.

## 11. Limitation of Liability

- Services are provided “as is” and “as available,” without warranties.
- We disclaim liability for downtime, delays, or service interruptions.
- We disclaim liability for data loss, corruption, or unauthorized access; you are solely responsible for backups.
- To the fullest extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages.
- Our total liability for all claims shall not exceed the fees you paid in the six (6) months preceding the claim.

- These limitations are fundamental to the agreement between you and Node Solutions.
- Some jurisdictions restrict these exclusions; liability is limited to the minimum extent permitted by law.

## 12. Dispute Resolution

- **Informal Resolution:** Before arbitration or litigation, you must attempt resolution by contacting [support@nodesolutions.ai](mailto:support@nodesolutions.ai). Parties will engage in good faith discussions for 30 days.
- **Arbitration:** If unresolved, disputes will be settled by binding arbitration under the American Arbitration Association (AAA) and governed by the Federal Arbitration Act. Arbitration will occur in Sheridan, Wyoming, before a single arbitrator. The decision is final and binding.
- **Class Action Waiver:** Disputes must be arbitrated individually; no class, representative, or consolidated actions are permitted.
- **Exceptions:** Small claims actions or injunctive relief for intellectual property may proceed in court.
- **Costs:** Each party bears its own costs, unless the arbitrator awards attorney's fees to the prevailing party.
- **Severability:** If part of this section is unenforceable, the rest remains effective.

## 13. Governing Law

These Terms are governed by the laws of the State of Wyoming. You consent to the exclusive jurisdiction of state and federal courts located in Sheridan County, Wyoming.

## 14. Amendments

We may amend these Terms at any time. Updates will be posted on [nodesolutions.ai](https://nodesolutions.ai) with a revised Effective Date. Continued use of the Services constitutes acceptance of updated Terms.

## 15. Force Majeure

Node Solutions is not liable for delays or failures caused by events beyond its reasonable control, including natural disasters, power outages, internet failures, cyberattacks, government actions, or labor disputes.

## **16. Contact Information**

### **Node Solutions**

30 N Gould St, #50795

Sheridan, Wyoming 82801

Email: **support@nodesolutions.ai**

Website: **nodesolutions.ai**