

ExcaliburNode's General Terms of Service

These Terms of Service (the "Agreement") are an agreement between excaliburnode.host, ("ExcaliburNode" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the services made available by ExcaliburNode and of the excaliburnode.host website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

1. Account Eligibility

- a. By registering for/using the Services, you represent and warrant that:
 - i. You are thirteen (13) years of age or older. The Services are intended solely for Users who are thirteen (13) years of age or older. Any registration, use of or access to the Services, by anyone under thirteen (13) is unauthorized and is a violation of this Agreement.
 - ii. If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.
- b. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account is accurate, correct, and complete at all times. ExcaliburNode is not responsible for any lapse in the Services. If you need to verify or change your contact information, you may utilize the **ExcaliburNode Control Panel** to update your contact information. Providing false contact information of any kind may result in the termination of your account.
- c. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.
- d. The Service and any data you provide to ExcaliburNode is hosted in the United States (U.S.) unless otherwise provided. If you access the Service from outside of the U.S., you are voluntarily transferring information (potentially including personally-identifiable information) and content to the U.S. and you are agreeing that our collection, use,

storage and sharing of your information and content is subject to the laws of the U.S., and not necessarily of the jurisdiction in which you are located.

2. ExcaliburNode Content

- a. Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, “ExcaliburNode Content”), are the proprietary property of ExcaliburNode. ExcaliburNode Content may not be modified, copied, distributed, framed, reproduce, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any ExcaliburNode Content. Any use of ExcaliburNode Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any ExcaliburNode Content. All rights to use ExcaliburNode Content that are not expressly granted in this Agreement are reserved by ExcaliburNode.

3. User Content

- a. You may be able to upload, store, publish, display and distribute information, text, photos, videos, and other content on or through the Services (collectively, “User Content”). User Content includes any content posted by you or by users of any of your websites hosted through the Services (“User Websites”). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to ExcaliburNode that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.
- b. Solely for purposes of providing the Services, you hereby grant to ExcaliburNode a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, ExcaliburNode does not acquire any right, title or interest in or to the user Content, all of which shall remain solely with you.

- c. ExcaliburNode exercises no control over, and accepts no responsibility for, User Content of the content of any information passing through ExcaliburNode's computers, network hubs and points of presence or the Internet. ExcaliburNode does not monitor User Content. However, you acknowledge and agree that ExcaliburNode may, but is not obligated to, immediately take any corrective action in ExcaliburNode's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that ExcaliburNode shall have no liability due to any corrective action that ExcaliburNode may take.

4. Account Security and ExcaliburNode Systems

- a. It is your responsibility to ensure that scripts/programs/plugins installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
- b. The Services, including all related equipment, networks, and network devices are provided only for authorized customer user. ExcaliburNode may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- c. Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by ExcaliburNode of an issue, we reserve the right to leave access to services disabled.
- d. ExcaliburNode reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

5. HIPAA Disclaimer. We are not "HIPAA compliant."

- a. You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. ExcaliburNode does not control or monitor the information the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act (“HIPAA”).

6. Compatibility with the Services

- a. You agree to cooperate fully with ExcaliburNode in connection with ExcaliburNode’s provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, ExcaliburNode is not responsible for any delays due to your failure to timely perform your obligations.
- b. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by ExcaliburNode to provide the Services, which may be changed by ExcaliburNode from time to time in our sole discretion.
- c. While you are responsible for backing-up all User Content, including but not limited to, any User Websites, special requests can be filed for ExcaliburNode to warrant back-ups of certain User Content. You agree to accept the risk of loss of any and all User Content.

7. Billing and Payment Information

a. Prepayment.

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided.

b. Late Payment.

All invoices must be paid within ten (7) days of the invoice due date. Any invoice that is outstanding for more than ten (7) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, ExcaliburNode may suspend or terminate your account and pursue the collection costs incurred by ExcaliburNode, including without limitation, any arbitration. ExcaliburNode will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment we do not automatically reactivate the dedicated servers. Contact ExcaliburNode directly after you make a late payment to reactivate the dedicated server.

c. Fraud

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. ExcaliburNode may report any such misuse or fraudulent use, as determined in ExcaliburNode's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

8. Money-back Guarantee

a. Dedicated Servers.

There are no refunds on our dedicated servers.

b. Minecraft servers.

ExcaliburNode offers a twenty-four (24) hour money-back guarantee for ExcaliburNode's Minecraft servers only. Subject to the terms described in Section 13 below, if you are not completely satisfied with our Minecraft hosting services and you terminate your account within twenty-four (24) hours of signing up for the Services, you will be given a full refund of the amount paid for hosting.

9. Cancellations and Refunds

a. Money-back Guarantee.

If an account with a twenty-four (24) hour money-back guarantee is purchased and then cancelled within the first twenty-four (24) hours of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the ExcaliburNode Support Team (the "Refund Request"), will receive a full refund of all Minecraft fees previously paid by you to ExcaliburNode for the initial term ("Money-Back Guarantee Refund"); provided that such Money-Back Guarantee Refund shall be due to you only upon your compliance with, and subject in all respects to the terms and conditions of, this Section 10. Requests for these refunds must be made in writing to the ExcaliburNode Support Team. Refunds will only be issued for Minecraft services. Money Back Guarantee Refunds will not accrue, and shall not be paid under and any circumstances, if you do not provide the applicable Refund Request within the Notice Period.

b. Refund Eligibility

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a

refund. **Violations of this Agreement will waive your rights under the refund policy.**

c. Non-refundable Services

There are no refunds on our dedicated servers.

d. Cancellation Process

You may terminate or cancel the Services by giving ExcaliburNode written notice via the cancellation form provided. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) ExcaliburNode may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable discounts for prepayment, provided that you are not in breach of this agreement.

Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received...."

ExcaliburNode will confirm your request and process your cancellation shortly thereafter.

Cancellations for shared accounts will be effective on the account's renewal date. Cancellations for dedicated and Minecraft accounts will be effective immediately.

e. Foreign Currencies

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and ExcaliburNode is not responsible for any change in exchange rates between the time of payment and the time of refund.

f. Termination

ExcaliburNode may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm ExcaliburNode or others or cause ExcaliburNode or others to incur liability, as determined by ExcaliburNode in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, ExcaliburNode shall not refund to you any fees paid in advance of such termination,

and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, ExcaliburNode may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

10. Dedicated Servers

Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than seven (7) days may be subject to suspension which will result in the loss of all data on the server. ExcaliburNode will not be liable for any loss of data resulting from such deletion.

11. Coupons

Discounts and coupon codes are reserved for first-time accounts of first-time customers only.

13. Limitation of Liability

IN NO EVENT WILL EXCALIBURNODE EMPLOYEE OR AGENT BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF EXCALIBURNODE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCALIBURNODE'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO EXCALIBURNODE FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

14. Disclaimer

ExcaliburNode shall not be responsible for any damages your business may suffer. ExcaliburNode makes no warranties of any kind, expressed or implied for the Services. ExcaliburNode disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays and any and all service interruptions caused by ExcaliburNode or our employees.

15. Backups and Data Loss

Your use of the Services is at your sole risk. ExcaliburNode does not maintain backups of dedicated accounts. ExcaliburNode is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on ExcaliburNode's servers.

16. Changes to the Agreement or the Services

- a. ExcaliburNode may modify, add, or delete portions of this Agreement at any time. If we have made a significant change to this Agreement, we will post a notice on the ExcaliburNode website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

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