



Terms of Service Revised, 3/18/2021

Overview

ImmortalNode is a ZoomingWork LLC company. Immortal Node Servers agrees to provide services to the client, subject to the following "Terms of Service". ImmortalNode Servers, the company may be referred to as, ("ImmortalNode"), ("Us"), ("We"), and the Client, ("Customer"), ("Client") and ("You").

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the

website following the posting of any changes constitutes acceptance of those changes

1. Refunds and Disputes

Services with the exception of dedicated servers may be eligible for refund within the first twenty-four hour of the creation of the server in the ImmortalNode database. This point is marked by the initial “checkout” time and date found within ImmortalNode databases and may differ from the time and date of initial payment if you did not request one within that time frame we will not provide you with a refund. Refunds cannot be requested without probable cause You expressly agree that your use of, or inability to use, the service is at your sole risk -- refunds for not knowing how to use something is not acceptable. Dedicated servers are also subject to a service check as defined in section 3 of this agreement prior to a refund being issued As dedicated servers require explicit provisioning, we are not able to provide refunds on these orders. The refund agreement may be restricted as per this agreement in previous or remaining sections. Invoices are generated 14 days before due date. If you wish you cancel your service(s) with us, please cancel your service(s) prior to the invoice being generated. Otherwise you will need to cancel your subscription within PayPal. Additionally we do not offer refunds for any recurring payments after the first month's payment.

2. ZoomingWork LLC/ImmortalNode Payment Policy

A. ImmortalNode is a ZoomingWork LLC company, any payments to ImmortalNode will not be applied to any other service provided by ZoomingWork LLC, ZoomingWork LLC subsidiaries or related companies, other than those services provided by ImmortalNode.

B. Any payments provided to ZoomingWork LLC companies other than ImmortalNode are not applicable to ImmortalNode Services.

C. ImmortalNode and ZoomingWork LLC may “share” payment gateways between ZoomingWork LLC companies at their own discretion. Part A and Part B of this section remain in effect for “shared” payment gateways.

3. Service Check

Service checks may be performed if ImmortalNode receives complaint on any service. Service checks will include but are not limited to requesting diagnostic files from your PC, these files may include the following information and are not limited to, Graphics Card Information, CPU Information and General PC Health. Failure to comply with service requests disqualifies the client from receiving a refund.

4. Cancellations

To terminate your services you must cancel any active PayPal subscriptions and cancel via our WHMCS billing area. ImmortalNode does not have access to any client's PayPal account. Therefore, we cannot and will not be responsible for unintended payments made via the automatic payment subscription service. Cancellation requests within the WHMCS billing area may take up to 72 hours to process, ImmortalNode will not be liable for any client being charged for services they requested canceled, if said cancellation was requested within 24 hours of next billing. You will not be refunded in this case.

5. Liability Limitation and Exclusion

ImmortalNode, under no circumstances, shall be held liable for any data loss, disruption of information, or distribution of information including but not

limited to that of unauthorized access to our server systems or any other loss of data. ImmortalNode shall not be held liable for any disruption, delay, or disconnection of services for any period of time. ImmortalNode is not responsible for any actions taken place on our Dedicated servers. The sole role of ImmortalNode is to provide the server.

6. Fraud

When a client orders a new service they are asked for personal information including but not limited to Full Name, Address, Phone Number, Photo ID issued by a government entity, and Payment Information. It is the sole responsibility of the client to provide and maintain this information accurately and truthfully. ImmortalNode reserves the right to cancel, suspend or terminate an account with information believed to be or deemed incorrect or fraudulent.

B. ImmortalNode is not responsible for any fraudulent orders being placed within our systems and will turn over any information where required by law and or requested by Payment Gateways to resolve any dispute.

Creating multiple accounts is considered Fraud.

ImmortalNode may use a 3rd party service to run checks on all information provided to ImmortalNode . ImmortalNode is not responsible for any accounts suspended, terminated or declined due to this 3rd party service. Additionally ImmortalNode reserves the right to cancel, suspend, terminate, decline, remove or delete any service or user account in our system that violates or is believed to violate any or all parts of the "Fraud" section.

7. Legal Liability

ImmortalNode will not be responsible for any illegal content or information posted or hosted on our servers. It is the sole responsibility of the client to keep all information and content within legal standards and laws.

ImmortalNode will turn over any client information where required by law and suspend or terminate the service.

8. Free Trials or Services

ImmortalNode may offer free trials or services. ImmortalNode reserves the right to cancel, modify or suspend any trial or free services for any reason at anytime. ImmortalNode is not liable for any information or content hosted or posted on Free trial or free services account(s). These are defined as any services provided by ImmortalNode or a partner, that does not occur a balance of \$.01 USD or more.

9. Promotions

ImmortalNode may continuously provide active promotions and “promotion codes” for new or current clients. ImmortalNode may cancel or create any promotion or promotion code at anytime without notice.

10. Unfair Usage

If your service(s) are found to be using excessive amounts of resources past their permitted parameters, including but not limited to CPU or RAM, ImmortalNode reserves the right to cancel, suspend, terminate or make changes to the server(s) or service(s) in question without refund. Additionally if the server uses "plugins" or "mods" that create or store large files locally, ImmortalNode reserves the right to delete or move these files. In the case ImmortalNode decides to "move" or "transfer" your server(s) or service(s) to another server or "node", all large (larger than 500 MB) files non vital to the "health" or "performance" of the server(s) or service(s) will not be transferred.

Dynmap is not supported or recommended by ImmortalNode and will not be transferred, in the case ImmortalNode switches your server(s) or service(s) node to a different server or location.

11. Server Account Security

All Clients of ImmortalNode including but not limited to partners, sponsored people or entities or “general” clients are responsible for keeping their account(s) secure, and the following terms apply. These accounts include server access, Client area (billing.fallout-hosting.com) AND OR any other ImmortalNode service. ImmortalNode is not responsible for theft or hacking of your passwords, or any “damage” related to such.

Additionally all clients are only allowed one person per “username” or “login”. Providing multiple person(s) access to your account(s) is considered account sharing. ImmortalNode can provide additional users for Multicraft accounts and the billing system by request in our ticket system. It's the sole responsibility of the account holder to only give access to person(s) he “trusts”. ImmortalNode is not responsible for lost files or “damaged” servers due to the account holder or additional users deleting, moving or changing files.

Finally ImmortalNode will attempt to make contact with any client in violation of this section as follows

12. Termination & Privacy Policy

Additionally, we reserve all rights to terminate your server or service upon any violation of these terms, or any other basis if deemed necessary for the security or “well- being” of our servers and or services Agreeing to the Terms Of Services additionally means you have read, understand and agree to the Privacy Policy located at <https://immortalnode.com/privacypolicy.pdf>

13. Support

Support is available 24/7/365 ImmortalNode reserves the right to offer support through different channels. Such as ticket System, Chat or phone.

The ticket system is the preferred method of support as all information is documented and recorded. Opening multiple tickets for the same issue within a short period of time constitutes abuse of our support ticket system and may result in termination of services. Swearing, threats and other abusive language will not be tolerated and may result in account termination without refund.

14. Harassment Policy

ImmortalNode has a zero harassment tolerance policy. Harassment can be defined as the following

- Direct Personal Insult
- Improper Language
- Excessive Phone and or Discord calls at unapproved times. (Approved times are 9am - 8pm EST)
- Excessive use of “caps”

Any attempt to harass employee or client of ImmortalNode is grounds for immediate termination without refund.

15. Email Policy

ImmortalNode may send out emails throughout the year regarding promotions and ToS change(s). You may choose not to receive marketing emails or promotions by unsubscribing to them at the bottom of the email. Certain emails can not be unsubscribe such as ToS changed. This is at the discretion of ImmortalNode.