

VikingNode - Terms of Service

The ensuing is the constitution, grounds and governance of the commercial relationship; a hire of service goods contract, governed under the Consumer Act 2005 (UK) c. 15/2015 Chapter 3 “Online Goods” herein “Agreement” or “Terms of Service”, betwixt the trader (“Provider”) VikingNode(.com) and their consumer “Customer”.

1. Definitions

“Adjacent Agreements” : Agreements which are under the governance of this very “Terms of Service” thereby the same or directly related hire of sales goods contract.

“Provider” : The providing party of service and part-governor and follower of this contract. Classed as “trader” under (UK) 15/2015.

“Customer” : The consuming party of service and follower of this contract. Classed as “consumer under (UK) 15/2015. Subject to Section 3. Subsections a,b.

Further marks may be defined in the Adjacents Agreements and Section 4. Subsections b,d.

2. Governance

The governing laws of this Agreement shall be of the United Kingdom of Great Britain and Northern Ireland, specifically England. Shall action by requirement of a court or jury presence or legal action take place of the courts and judiciaries of the very same governing factor.

Depending on the offering location may other regional law, that-of applicable, be enforced.

3. Amendment

a. Eligibility

For the Agreement to amend and any business relations to commence the signer (*used for the un-amended version of “Customer”*) must not be inherent to any of these conditions;

- i. Be younger than 13 years of age;
- ii. Be ineligible to form, follow or terminate contracts¹;
- iii. Already have formed a prior contract, such as another account.

¹An exception to Section 3. Subsection a. list-item ii. Is when the signer further Customer if followed; forms the Agreement while being under legal age to do such but with co-signature and or permission by parent or legal guardian do so; making the Agreement enforceable by the legal guardian’s representation.

b. Completion

If Section 3. Subsection a. goes as follows then the Agreement shall be amended and thereby may commercial relations begin under enforcement of Section 1..

Evidence of the Customer’s acknowledgement of the Agreement’s existence and inclusions is the requirement of a check-box agreement to said contract and all adjacent ones²

² The adjacently amended agreements (*note the lowercase lettering not specifying any one 'A'greement*) are the Provider's Service Level Agreement, Acceptable Use (Usage) Policy and Privacy Policy (Notice) which are to be further brought upon later in this Agreement.

c. Violation

Assuming for Section 3. Subsection b. the Agreement has been amended and therefore is litigiously bound to be followed by. Herein will any violation of the Agreement and or its terms be considered Breach of Contract by the laws of the applicable governing factors and may be countered in court if violatory actions have exceeded limits of conversational resolution.

4. The Service

a. Acquisition and definition

By the fulfillment of a so called service, herein "Service" which may be used in plural or singular forms in any and all forms of writing, classed as a digital offering by the Act from the Provider to the Customer, is created a further commercial relationship contracted by a limited period, subject for renewal or not by the month, quarter, annually or biennially.

Establishment of said relationship means the Customer must abide by bylaws, the Service's rules lay in the Acceptable Use (Usage) Policy with the Provider's further responsibility stated in the Service Level Agreement.

b. Additional purchases

With the Service additional products may be offered such as Dedicated IP addresses or management offerings, shall they be referenced as "Additional Service" in any multiplier form applicable.

c. Reimbursement

Reimbursement by request is valid and unchallenged, unless any agreements between the Parties were to be voided, terminated or breached prior, within 48 hours of a Service's initial deployment.

Refunds are to be made via the same payment method as the transaction came from, that-of including account-balance³ unless law specifies otherwise such as the to-be mentioned Section 45 of the Act.

Exceptions of Section 3. Subsection c. can be made in specific cases such as a request of the Act's Section 33-47 filing, that-of Section 45 being the reimbursement request, or requests of Services which do not conform as a sale of goods or hire contract.

³An account-balance is the virtual-currency which the Customer has purchased or obtained through the Provider's webpages.

d. State of the Service

The state of the Service may be any of the three, but limited to:

- i. Active - Unaffected, fully accessible, renewed or recently acquired.
- ii. Suspended - Inaccessible, either past renewal date, due invoice, manual suspension due to breach of the agreements or anything applicable.
- iii. Termination - Erased, past due final renewal date, no way of reallocation. Unless ⁴ applies.

⁴ If possible, non personally identifiable information such as Service files on existing backup services, that-of the Provider's, may be returned to the Customer after termination upon request.

e. Renewal of the Service

The Service, to be renewed by any of the prior mentioned forms in Section 3. Subsection a. shall have a set renewal date, on renewal shall prepaid account-balance³ (See above under Section 3. Subsection c.) be deducted by the renewal amount. If said transaction fails will the Service in the state of Suspension (See Section 3. Subsection d. List-item ii.) until renewed, with a termination date (See Section 3. Subsection d. List-item iii.) 7 days past the renewal date if no transaction could be made.

f. Liabilities

The Customer alleges and acknowledges full undertaking of liability, litigious or not, of their account, the utilization of the Provider's services and their hosted content which were furnished to said Customer.

The Customer agrees and shall fulfill the indemnification and keeping of harm; the Provider, its directors, employees, partners and associates in case where their services directly or indirectly caused financial, reputational, data or potential profit loss.

4. Adjacent Agreements

a. Privacy Policy or Privacy Notice

The Customer's rights to privacy in relation to the Provider and this Agreement shall be listed in said Provider's Privacy Policy which acts adjacent to this Agreement. The Privacy Policy may be found via vikingnode.com/legal/privacy.

b. Acceptable Use Policy or Acceptable Usage Policy

Specific and non-specific utilizations of the services are prohibited, utilizing the services for and or by any non-permitted means may lead to Agreement termination. A moreover detailed policy for these usage cases can be found in the Provider's Acceptable Use Policy via vikingnode.com/legal/aup.

c. Service Level Agreement

The Provider's obligations in terms of guarantee of standard for the hire of goods contract (Service), including "Uptime" as seen in the herein Service Level Agreement from vikingnode.com/legal/sla.

5. Copyright

a. Applicable law

Applicable Copyright law, that-of the governing factors, DMCA and international copyright agreements is enforced within the Service, the Agreement and this relationship.

b. Liability

The Customer agrees to the full undertaking of liability, that-of legal, monetary, reputational or any kind relating to copyright infringement or disputes on their Service or usage within the relationship.