



# AwakeNode LTD

## Terms of Service

This document applies to everyone who uses AwakeNode's services (<https://awakenode.com>). In this document, the terms "we," "us," and "AwakeNode" relate to the company AwakeNode; the terms "you," "your," and "the user" refer to the client using the services. A parent or legal guardian is considered accountable for the user if they are younger than 13.

You are required to accept the Terms of Service for each service purchased through our website. By purchasing a service, you agree to everything stated in our Privacy Policy and Terms of Service, and you will continue to agree to any future changes to the terms of service even after the original agreement date.

AwakeNode will guarantee that all written material is legible and simple to read. You should get in touch with support right away for clarification if you have any worries or questions. All terms must be approved by a legal guardian for users who are younger than 13 years old. If you don't, your service can be stopped and your account might be closed.

Any claims the child may make will be kept against the legal guardian. Any person or organization may not be registered as a user at our sole discretion. Without our prior written authorization, you are not permitted to transfer or assign any of your rights or duties under this Agreement. The Terms of Service are subject to modification by AwakeNode at any time and without previous notice.

## 1. PAYMENTS

- a. All payments are processed through Stripe and PayPal's gateway. AwakeNode does not accept other types of payment.
- b. Failure to pay for your service on the specified date on your billing page will result in the suspension of your service for 7 days before your service is terminated with all data being deleted. If payment is made on a terminated service it will not be activated automatically, you must create a support ticket either asking for a refund of the payment or re-activation of the service.

## 2. REFUNDS

- a. All payments made are eligible for a refund within 48 hours of the original payment date; however, you can contact AwakeNode within 7 days of the original payment through our billing portal to get a refund in the form of credits directly to your AwakeNode account.

All payments follow the 48-hour refund policy despite the billing cycle for the service however, Dedicated Machines are final purchases. AwakeNode will not negotiate any different form of money return. Opening a ticket or contacting us will be denied.

- b. All refunds are sent to the original sender and will only happen if there is an invoice ID linked to the payment gateway.
- c. The refund will only contain the paid amount deducting the tax fees from the payment gateway. Overcharges are refundable within the first month of the charge, after which it will be classified as a normal payment.
  - Addons are not refundable.
  - Upgrades or Downgrades are refundable through credits.
  - You will not be refunded in the case you exceed the 48-hour refund policy, for the following:
    - You did not want to purchase the product
    - Your service was terminated for breaking the terms of service

## 3. ACCOUNT AND SECURITY

- a. AwakeNode will keep the user's information private at all times. All staff members are required to sign an NDA to protect the privacy of user information.
- b. If a user shares their account information, AwakeNode is not held responsible for any future occurrences regarding the user's account. The client/user is held responsible for the security of their accounts but is not limited to any panel under the AwakeNodes domain.
- c. The client is responsible for protecting their account either with a strong password or by enabling 2-step authentication.

- d. AwakeNode owns all information within its platform. We keep all accounts saved for legal reasons only, and we do not sell or share information from any user's account. AwakeNode can, however, close the user's account after 6 months of no use.

#### **4. DISPUTE**

- a. Creating a chargeback will result in your account automatically getting closed and your services being terminated, with all data being deleted. All information will be sent to PayPal for evidence against the client's actions.
- b. To prevent a chargeback, open a ticket beforehand to talk to a AwakeNode staff member and see if you are eligible for a refund.

#### **5. CREDITS**

- a. Credits will be added to your account and are not refundable.
- b. They can only be used within the AwakeNode store/website, trying to exploit the credits in any way will get them all removed from the user's account.
- c. AwakeNode can transfer credits to another client upon request of the original user within a ticket.

#### **6. ABUSE AND EXPLOIT**

- a. AwakeNode may suspend and/or terminate your service if you do any of the following:
  - Intentionally overloading a machine.
  - Use copyrighted content.
  - Using exploits to obtain more memory.
  - Overloading CPU
  - Attempt to intentionally overload storage.
  - Abusing our billing system in any way

#### **7. MINECRAFT**

- a. AwakeNode is not affiliated with Mojang or claims to own any part of Minecraft as a game.
- b. All Minecraft services, excluding AwakeNodes 1GB hosting and 2GB Hosting plans, are eligible for 75GB of storage. AwakeNodes 1GB hosting and 2GB Hosting plans are only eligible for a maximum storage capacity of 25GB.
- c. AwakeNode is not responsible if the client deletes any split server they have created.
- d. AwakeNode only provides the service to run the server for the user, and breaking Minecraft's terms of service will also result in your service getting terminated with AwakeNode

- e. AwakeNode will not take fault for any malicious file installed into the service and can deny support at our discretion.
- f. Servers are allocated the full amount of memory purchased automatically.  
In-game plugins may not show the service having the full memory; this is due to certain plugins using metaspace.
- g. AwakeNode does not provide support for
  - Plugins, mods, or other forms of game modification.
  - Map, Datapack, or other forms of server implementation.
  - Any In-game activity or experience such as but not limited to command blocks, players hacking, etc.
  - Setting up a domain for your Minecraft server.
- h. AwakeNode does provide support for
  - Modpack and Version crashes from the Game panel.
  - All addon specific setups which include:
    - Bungeecord
    - Geyser
    - Dedicated IP
    - Plugin Support
- i. AwakeNode is not responsible for any world corruption or file corruption of any sort. AwakeNode will not be held responsible for leaked or nulled jars used in your service. AwakeNode support will not:
  - Configure Plugins
  - Modify Mods
  - Complete a Server Setup
  - Assist in any detrimental measures against another service

## 8. BACKUPS

- a. AwakeNode provides a certain amount of backups per product that can be found on the services page.
- b. Each backup is limited to 20GB with no increase. AwakeNode takes backups of all user's files twice a day for safety and to prevent any future file loss. These are not available for clients' use and are only a safety measure.
- c. No staff member at AwakeNode has access to the files other than AwakeNode's management team.
- d. Requesting a backup will be denied unless AwakeNode is at fault for the file loss. AwakeNode is not responsible for the loss of files if the user did not create a backup.
- e. AwakeNode is not held responsible for the corruption of a backup file, as if any errors do occur we will announce a fault in the system beforehand.

## 9. DISCORD SUPPORT

- a. AwakeNode does provide support through our Discord platform, however all rules and regulations provided on Discord must be followed.
  - Violation of either AwakeNode's Discord server rules or Discord's Terms of Service may result in restricted access to AwakeNode's Discord support scheme. Should violations continue within Billing tickets, then the client's account may be suspended or terminated.
- b. All Discord tickets exclusive to you and AwakeNode's support team. Transcripts for a ticket can be requested by the ticket author and will be provided after the ticket is closed. Any users added to the ticket are not eligible to request or receive a transcript.
- c. AwakeNode will not provide support on Discord for
  - Services not hosted with AwakeNode.
  - Commotion between users on any of our platforms. (Unless rules or terms are violated).
  - Servers being bugged or griefed.
  - Geysers setups/issues.
  - Requests altering a client's billing such as but not limited to service cancellations/transfers, refunds, etc.
- b. AwakeNode staff can be identified by the blue role called "Staff". Any other role is to not be considered a staff member and AwakeNode is not responsible for any information provided by them.
- c. Discord tickets are automatically closed when a client hasn't responded in over 24-hours. A staff member may close the ticket prematurely should the ticket be identified as resolved.

## 10. BILLING TICKET SUPPORT

- d. All questions or statements are logged and saved for the client and AwakeNode staff. No information will be leaked or provided outside AwakeNode other than for legal reasons such as a chargeback.
- e. Responses may take up to 24 hours depending on the product or skill level required from a staff member as long as the team member is online.
- f. AwakeNode will provide support for services from the website; however, AwakeNode will not provide support for the following within our billing tickets.
  - Services that are not from AwakeNode.
  - Commotion between users on any of our platforms. (Unless rules or terms are violated)
  - Servers being bugged or griefed.
  - Common errors with the service.
  - Geysers setups/issues.
  - Any information within a billing ticket is solely between AwakeNode staff and the client.

## 11. GAME PANEL

- a. AwakeNode is responsible for keeping your service accessible via the panel & SFTP unless there is an unnatural cause, for which reason our team notifies clients and will fix it within 24 hours once reported. If the timeframe is exceeded, the client of the affected service is open to compensation at the discretion of AwakeNode in the form of AwakeNode credit(s).
- b. AwakeNode ensures the following services always available, with exception for unexpected or planned downtime;
  - Console Output
  - Schedules
  - Users
  - Settings
  - File Manager
- c. AwakeNode cannot be held responsible for issues with the following
  - Backups
  - Version Changer
  - Subdomains
  - Databases
  - Importer
  - Modpack Installer
  - Audit Logs
  - Console Log Copier
  - Plugins Installer
- d. Any user you add to the panel AwakeNode is not held responsible for anything they do (Delete files, Modify Files, Add Files) They are required to follow our terms of service and if broken, can result in your service being terminated.
- e. Whilst AwakeNode provides full-service transfers from alternate providers, we provide no guarantees that service transfers are free from corruption or missing files.
- f. AwakeNode can request a payment of a set amount if a client requests to be moved to a different location.

## 12. MYSQL

- a. AwakeNode is not responsible if a client deletes their MySQL databases on any of our platforms.
- b. All databases created under AwakeNode are limited to 2GB in capacity, reaching it can result in the database being corrupted.
- c. Using AwakeNode's databases in any harmful or malicious manner will result in full termination of the database.

## 13. COPYRIGHT & TRADEMARK

- a. All content or assets displayed on the website are owned with all rights reversed to AwakeNode and you are allowed to use AwakeNode's assets freely with exceptions where there is malicious intent or copyright infringement.