



# Terms of Service Agreement

## Evernode Host Rental

### Introduction

Thank you for selecting Clevernode as your preferred server hosting provider. By choosing to use our services, you acknowledge and agree to abide by the terms and conditions outlined in this agreement.

### Service Overview

Clevernode offers server hosting services at a fixed price in XAH, the native token of the Xahau network. This fee encompasses the setup and maintenance of a server designed to generate rewards in EVR over a certain duration. Please be advised that Clevernode retains the right to modify the pricing structure at its discretion, without prior notice.

### Payment and Rewards

Users will receive a % of the EVR rewards generated by one Evernode host, distributed daily to their deposit wallet. It is essential to recognize that Clevernode is not obligated to refund awards or profits that users fail to receive. This includes scenarios where payments cease, whether due to user error, technical complications, or circumstances beyond our control. Clevernode reserves the authority to discontinue rewards payments at any time and for any reason.

### Service Features

- **Daily Payouts:** Users receive a % of the EVR rewards from one Evernode host, with daily payments directly to their deposit wallet. It is important to note that delays in payment processing may occur, and in some instances, payments may not be made at all. Clevernode is not held responsible for losses or damages resulting from payment delays or non-payment of rewards.
- **Service Continuation:** Users have the autonomy to decide whether to continue the service after the initial three months. Clevernode retains the right to terminate the service at its discretion during the running time, without specifying a reason. If no further payment is received beyond this period, Clevernode will terminate the service at its discretion. The deposit fee reserved in \$EVR for Evernode hosts will not be refunded to node renting customers upon

discontinuation of the service.

- **Technical Maintenance:** Clevernodel's team manages all server maintenance tasks, ensuring optimal performance and security. However, users acknowledge that Clevernodel assumes no responsibility for any security risks, losses, or damages resulting from potential hacks, technical issues, or unforeseen problems with the server.

### Host Setup

Upon receipt of payment, Clevernodel endeavors to set up a host within 48 hours. It is important to note that there is no guarantee regarding the timeframe for server setup, and delays may occur. Clevernodel reserves the right to assess the feasibility of hosting for each user.

### User Responsibilities

Users are responsible for maintaining the security of their deposit wallet and ensuring the accuracy of the provided public wallet address. Clevernodel is not liable for any losses due to user negligence. Additionally, users must ensure that their wallet, used for payments to Clevernodel, has an active EVR trustline on the Xahau network. Failure to establish and maintain an EVR trustline may result in the inability to receive EVR payouts.

## CLV Token / Airdrop

Clevernodel.ch may, at its discretion, organize token airdrops for users of its platform. A token airdrop involves the distribution of a certain amount of tokens to eligible users free of charge. Participation in any token airdrop organized by Clevernodel.ch is voluntary and subject to the following terms:

1. **Voluntary Participation:** Users acknowledge that participation in any token airdrop organized by Clevernodel.ch is voluntary and not mandatory for the use of our platform or services.
2. **No Guarantees:** CleverNode.ch makes no guarantees regarding the value, functionality, or future performance of any tokens distributed during an airdrop. Users understand and accept that the value of tokens distributed during an airdrop may fluctuate and could potentially result in loss.
3. **No Responsibilities:** CleverNode.ch shall not be held liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from participation in any token airdrop organized by Clevernodel.ch. Users participate in airdrops at their own risk.
4. **Token Risks:** Users understand that participating in a token airdrop carries inherent risks, including but not limited to regulatory risks, market volatility, and technological risks. Clevernodel.ch shall not be responsible for any losses incurred due to these risks.
5. **No Endorsement:** The organization of a token airdrop by Clevernodel.ch does not constitute an endorsement of the token or its associated project. Users are encouraged to conduct their own research before participating in any token

airdrop.

By participating in any token airdrop organized by Clevernodel.ch, users agree to waive any claims against Clevernodel.ch and its affiliates arising from their participation in the airdrop. Clevernodel.ch reserves the right to modify, suspend, or cancel any token airdrop at any time without prior notice. The token airdrop is intended as a gift, and the distribution of tokens is not guaranteed.

1. Participation in the airdrop does not guarantee receipt of tokens as distribution is subject to conditions determined by CleverNode.ch.
2. Users acknowledge that the token airdrop is provided on a best-effort basis, and CleverNode.ch does not guarantee the distribution of tokens to all participants.

### **Disclaimer of Liability**

Users acknowledge that the use of Clevernodel's services is at their own risk. Clevernodel is not accountable for any damages, losses, or liabilities incurred during the use of the service.

### **Limitation of Damages**

Clevernodel shall not be held liable for any indirect, incidental, consequential, or punitive damages arising from the use of its services.

### **Indemnification Clause**

Users agree to indemnify and hold Clevernodel harmless from any claims, damages, or losses arising from their use of the service.

## **Xahau Submission Node Rental**

For customers who choose to rent a submission node (xahau.clevernodel.ch) for a duration of three months or longer, Clevernodel introduces the following terms and conditions:

**Limited Responsibility:** Clevernodel explicitly states that for customers renting a submission node for Xahau submissions over a three-month period, we assume no responsibility whatsoever.

**Understanding Rental Dynamics:** Renting a submission node for Xahau submissions implies an acknowledgment that Clevernodel's responsibility is limited solely to providing the technical infrastructure. Users must comprehend the dynamics of renting such a node, including the inherent risks involved in the Xahau network's operations. Please note that while Clevernodel strives to maintain optimal uptime for our services, we cannot guarantee a 100% uptime. Additionally, in the event of node synchronization issues, or any other technical issues, Clevernodel does not assume responsibility for any losses incurred in any missed EVR rewards.

**Rental Period and Discontinuation:** During the three-month rental period, users have full autonomy over their decision to continue or discontinue the service.

Clevernode reserves the right to terminate the rental agreement at any point during this period without specifying reasons. If the rental service is not extended beyond the initial three months, Clevernode will proceed to terminate the service at its discretion.

**Service Termination:** Clevernode retains the right to stop the service at any time, without providing a reason. This includes the termination of rental agreements for Xahau submission nodes, regardless of the remaining duration of the rental period. Users acknowledge this possibility and agree to comply with Clevernode's decisions regarding service termination.

**Non-Refundable Policy:** It's important to note that Clevernode operates under a non-refundable policy for rental services. Users understand and agree that no refunds will be provided for the rental period, regardless of any disruptions or issues encountered during the rental duration. We will not refund wrong payments with wrong amounts or wrong IP addresses.

**User Accountability:** Clevernode does not bear any responsibility for any security breaches, data loss, or other issues arising from user negligence or misuse of the rental node.

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## Changes to Terms

Clevernode reserves the right to update these terms of service without prior notice. Users are responsible for regularly reviewing the terms, and continued use of the service after changes constitute acceptance of the modified terms.

## Governing Law

This agreement is governed by and construed in accordance with the laws of Switzerland. Any disputes arising from or relating to this agreement will be subject to the exclusive jurisdiction of the courts in Switzerland.

## Contact Information

For any inquiries or concerns regarding these terms, please contact Clevernode at [clevernodes@proton.me](mailto:clevernodes@proton.me).

By using Clevernode's server hosting services, you indicate your understanding and acceptance of these terms and conditions. Failure to comply with these terms may result in the termination of services and potential legal action.

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