

Terms of Use - HD 1001 CONNECT

NOVEMBER 2024

HD 1001 CONNECT - Decentralized Autonomous Community

1. THE HD 1001 CONNECT COMMUNITY

1.1 General. Access to and use of HD 1001 CONNECT is subject to this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of HD 1001 CONNECT.

1.2 Offers and Access. HD 1001 CONNECT offers a variety of services and opportunities within HD 1001 CONNECT accessible through our website or an approved third party provider. Some offers may

Require you to create an account, enter a valid payment method and select a paid plan.

1.3 Third Party Content and Services. Certain offers allow you to access and use third-party content, products or services. Your use of any Third Party Content and Third Party Services is at your own risk.

HD 1001 CONNECT does not guarantee, endorse or recommend such content or services for any purpose.

1.4 Support. HD 1001 CONNECT may provide technical or product support, information, advice or guidance. All support is deemed reliable, but we do not guarantee its accuracy or completeness. You use such support at your own risk.

2. Changes

2.1 In Offers. We may change or discontinue any HD 1001 CONNECT offer, or change features, from time to time. We will make reasonable efforts to communicate any discontinuation of an offer through the website or communication channels.

2.2 In this Agreement. We reserve the right to modify or replace any part of this Agreement at any time. It is your responsibility to check the Agreement periodically for changes, although we will make efforts to communicate material changes.

3. Your Responsibilities

3.1 Use of Offers. You are responsible for all activities related to the use of the Offerings, whether or not they are authorized by you, your employees or third parties.

3.2 Security and Backup. You are responsible for properly configuring and using the Offerings and ensuring the security of your accounts and content, including the use of encryption.

3.3 API login and authentication credentials. The credentials provided by HD 10001 CONNECT are for your exclusive use and may not be sold, transferred or sublicensed.

4. Fees and Payment

4.1 Publicly available offers. Some offers may be free, including those that require a paid plan for licensing fees above a certain usage threshold. These terms apply to all offers, whether free or paid.

4.2 Offer Fees. If an offer does not require a paid plan, but includes licensing fees, these will be charged as described on the website or in the user interface.

4.3 Taxes. Each party is responsible for identifying and paying all taxes and governmental charges applicable to transactions and payments under this Agreement.

5. Temporary Suspension; Limiting API Requests

5.1 General. We may suspend your access to or use of any offering if we determine that your use poses a security risk, may adversely affect our systems, subject us to liability, or is otherwise illegal.

5.2 Effect of suspension. During suspension, you remain liable for all fees incurred and are not entitled to credits for fees during the period of suspension.

5.3 Limiting API Requests. We may limit your API requests if your usage exceeds the limit specified in your plan or as described on the website or in the user interface.

6. Term; Termination

6.1 Term. For offers subject to a paid plan, this Agreement begins on the effective date and remains in effect until terminated pursuant to this section or by separate agreement.

6.2 Termination.

(a) Termination for convenience. If you are not on a paid plan, you may terminate this Agreement by ceasing to use the offer. For paid plans, HD 1001 CONNECT may terminate this Agreement upon 30 days' prior written notice.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and the breach remains unresolved for 30 days after notice of the breach.

7. Proprietary Rights

7.1 Your Content. Except as provided in this section, we do not obtain rights in your content; however, you consent to the use of your content for the purpose of using the Offerings.

7.2 License Offers. We or our licensors own all rights to the Offerings and your intellectual property rights. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Offerings in accordance with this Agreement.

8. Compensation

8.1 General. You will defend, indemnify and hold harmless HD 1001 CONNECT, its affiliates and licensors, and their respective employees and representatives from any losses arising from claims related to (a) your breach of this Agreement or applicable laws; or (b) disputes between you and your customers or users.

9. Disclaimers; Scratches

9.1 Disclaimer. The Offers are provided “as is”. HD 1001 CONNECT makes no representations or warranties of third party offers, third party content or third party services.

9.2 Risks. Our Offerings rely on emerging technologies. By using the Offerings, you acknowledge and accept these risks and declare that you are financially and technically sophisticated enough to Understand the risks inherent in the use of blockchain and cryptography-based systems.

10. Disclaimer

10.1 Disclaimer. HD 1001 CONNECT disclaims any aggregate liability in connection with this Agreement.

10.2 Exclusion of Consequential and Related Damages. Neither party shall be liable for lost profits, revenues, goodwill or indirect, special, incidental, consequential or punitive damages.

11. General Provisions

11.1 Assignment. You will not assign or transfer this Agreement or any of its rights and obligations without our prior written consent.

11.2 Entire Agreement and Modifications. This Agreement, including the policies by reference, is the entire agreement between the parties with respect to its subject matter.

11.3 Force Majeure. Neither party shall be liable for delays or failures in the performance of any obligation under this Agreement due to causes beyond its reasonable control.

12. Definitions

1. "Acceptable Use Policy" means the policy set forth below, as updated from time to time.

2. "API" stands for application program interface.

3. "API Requests" has the meaning set forth in Section 5.3.

4. "Base Fees" has the meaning set forth in Section 4.2.

5. "Content" means any data, text, audio, video, images, software, and documentation.

6. "Digital Assets" means any digital asset that represents value based on a cryptographic protocol.

7. "End User" means any individual or entity that uses your content or the offerings in your account.

8. "Losses" means any claims, damages, losses, liabilities, costs and expenses.

9. "Our Content" means any software, data, text, audio, video, images, or documentation offered on connection with the Offerings.

10. "Trademarks" means any trademarks, trade names, logos, and other designations of HD 1001 CONNECT and its affiliates.

11. "Order" means a request for offers executed via an order form directly with HD 1001 CONNECT.

12. "Offerings" means products and services offered by us or our affiliates.

13. "Policies" means the Acceptable Use Policy, Privacy Policy, supplemental policies, or applicable addendums to any service provided.

14. "Privacy Policy" means the privacy policy located at [privacy policy link], as updated from time to time.

15. "Termination Date" means the effective date of termination, as notified in accordance with Section 6.

Appendix 1 - Additional Offers

1. Staking Services When you have supported digital assets in your HD 1001 CONNECT wallet, you can choose to license our software to "stake" these assets on a proof-of-stake (PoS) network.

1.1 General. Through HD 1001 CONNECT Staking, you can stake specific assets to receive rewards for secure PoS networks by delegating to a validator node operated by HD 1001 CONNECT or a third party.

1.2 Staking Rewards and Fees. If you stake your assets, the validator node will act as a transaction validator on the applicable PoS network. If you successfully validate a block of transactions, you can receive rewards and HD 1001 CONNECT a service fee.

1.3 Non-custodial. HD 1001 CONNECT operates non-custodial services and does not have access to the security keys that allow access to staking funds and rewards.

1.4 Disclaimer and Severability. Staking is provided "as is." HD 1001 CONNECT is not responsible for any failure of supported blockchain networks to transfer rewards or reduce risk.

1.5 Suspension, Termination and Withdrawal. You can undo your bet at any time. The process may take hours or days to complete, depending on the protocol and processing queue.

1.6 No Guarantee of Rewards. HD 1001 CONNECT does not guarantee the receipt of staking rewards. Successful transfer of rewards relies on PoS networks and is not under the control of HD 1001 CONNECT.