

# Net Zero Compute Terms of Service

Last Updated: 20.10.2024

## 1. Introduction

Welcome to Net Zero Compute. By accessing or using our services, you agree to comply with and be bound by the following Terms of Service ("Terms"). These Terms govern your use of our platform, services, and related technologies, as well as your interactions with our website and any associated services. Please read them carefully before using our services.

### 2. Definitions

• "Services" refers to the cloud computing, software, and infrastructure offerings provided by Net Zero Compute.

"User" refers to anyone accessing or using the Net Zero Compute platform or services.

• "Net Zero" refers to the objective of balancing the amount of greenhouse gases emitted with the amount removed from the atmosphere in connection with the operation of Net Zero Compute.

### 3. Eligibility

To use our services, you must be:

- At least 18 years of age or the age of majority in your jurisdiction.
- Legally permitted to enter into a binding agreement.

### 4. Use of Services

- Acceptable Use: Users agree to use Net Zero Compute services only for lawful purposes and in compliance with all applicable laws. You must not:
  - Use our services for illegal, harmful, or malicious activities.
  - Breach the security of our platform or engage in unauthorized access to other users' data.
  - Misuse or abuse the service in ways that could harm or impair its functionality or

## performance.

• Resource Use: You agree to use Net Zero Compute resources responsibly and not exceed the agreed-upon limits of resource consumption (e.g., computing power, storage, etc.).

• Sustainability Commitment: Net Zero Compute aims to operate in a carbon-neutral manner. You acknowledge that part of our service includes offsetting carbon emissions generated from computing activities, and you consent to Net Zero Compute taking measures (e.g., purchasing carbon offsets) to ensure compliance with sustainability goals.

## 5. Fees and Payment

• Pricing: All pricing for services will be displayed on our website or communicated in advance. By using our paid services, you agree to pay the stated fees.

• Payment Terms: Payments must be made according to the specified payment schedule. Failure to make timely payments may result in suspension or termination of services.

## 6. Privacy Policy

Your privacy is important to us. Please refer to our Privacy Policy [insert link] for details on how we collect, use, and protect your personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

### 7. Intellectual Property

• Ownership: All content, software, and technology used by or made available through the Net Zero Compute platform, including any updates, modifications, or improvements, are owned by or licensed to Net Zero Compute.

• License: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use our services.

• User Content: You retain ownership of any data or content you submit through our services. However, by submitting content, you grant us a license to use, store, and process that content solely for the purpose of providing our services to you.

### 8. Service Availability

Net Zero Compute strives to ensure continuous service availability but does not guarantee uninterrupted access. Downtime or service interruptions may occur due to maintenance, upgrades, or unforeseen circumstances.

### 9. Limitation of Liability

To the maximum extent permitted by law, Net Zero Compute and its affiliates, officers, directors, employees, and agents are not liable for any indirect, incidental, special, or consequential damages arising from the use of, or inability to use, our services.

### **10. Indemnification**

You agree to indemnify, defend, and hold harmless Net Zero Compute and its affiliates from any claims, damages, or liabilities arising out of your violation of these Terms, misuse of the services, or infringement of third-party rights.

### 11. Termination

Net Zero Compute reserves the right to suspend or terminate your access to the services at any time if you violate these Terms or if we discontinue the service. You may terminate your account at any time by providing notice to us.

### 12. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of [insert jurisdiction]. Any disputes arising from these Terms or your use of the services will be subject to the exclusive jurisdiction of the courts located in [insert jurisdiction].

### 13. Amendments

Net Zero Compute reserves the right to modify or update these Terms at any time. We will notify you of any significant changes via email or through our website. Continued use of the services after such changes constitutes acceptance of the revised Terms.

### 14. Contact Information

If you have any questions about these Terms or the services provided by Net Zero Compute, please contact us at: