

FlexyNode

Welcome to the General Terms and Conditions of FlexyNode.

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Article 1 – Definitions

In these conditions the following definitions apply:

- 1. Entrepreneur:** the natural or legal person who offers products, digital products and/or services remotely to consumers;
- 2. Consumer:** the natural person who does not act for purposes related to his trade, business, craft or profession;
- 3. Website:** This includes the link: <https://flexynode.com>
- 4. Discord:** This includes the link: <https://discord.gg/flexynode>
- 5. Status page:** This includes the link: <https://status.flexynode.com>
- 6. Distance agreement:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance sales of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusively or partly one or more remote communication techniques are used, provided this has been requested from the consumer;
- 7. Official communication programs:** This includes the Discord group of FlexyNode, the “Announcements” section of the website.
- 8. Illegal services:** Illegal services include everything that has been declared illegal by law, and added by FlexyNode: (crypto)currency miners.

Article 2 – identity of the entrepreneur

Bram de Graaf

FlexyNode

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Chamber of Commerce number: 91623324

Article 3 – Applicability:

1. These general terms and conditions apply to every offer from the entrepreneur and every distance contract concluded between entrepreneur and consumer unless otherwise specified.

Article 4 – Purchase Conditions:

1. Each consumer may order a maximum of one free product per category.
2. The entrepreneur may provide a free service 24 hours after the entrepreneur has informed the consumer via an official communication program that the agreement is being terminated.
3. If fraud is committed with payments by the Consumer, a fine will be charged of the outstanding amount + 20% expenses.
4. If the consumer is in arrears with payment, no further assistance will be provided with regard to the content of the product and/or service.
5. As soon as the consumer has an overdue payment, FlexyNode is authorized to suspend the server and if payment has not been made after 48 hours, the server may be removed.
6. The consumer must be 16 years or older before he/she may conclude an agreement with us. Provided this is not the case, the consumer must ask permission from parents/guardians.
7. If there is an error in FlexyNode's systems that causes data to be lost, FlexyNode is not liable and does not have to compensate this.
8. FlexyNode has the right to cancel a service, but the consumer will complete his paid period, after which the agreement will be terminated.
9. If credit is ordered, the possibility of reimbursement will expire.
10. If a product is purchased with credit, the standard right of withdrawal applies, of course you will receive this back in credit form. **Artikel 5 – Terms of Use**

1. The consumer is expected to interact with the services as intended. This means not using illegal services and the software for which it is intended. If this is not the case, FlexyNode has the right to suspend and investigate your service if it is suspected that this paragraph has been violated. If it turns out that you are indeed violating this paragraph, your product may be removed immediately. If this is not the case, FlexyNode will make the service available to the consumer again.

2. Artikel 6 – Right of withdrawal

1. The consumer can receive a full refund if the product was ordered 7 or fewer calendar days ago.
2. The service will be terminated upon requesting a refund of the full purchase amount. **Artikel 7 – Cancellation of product and/or service**
1. The consumer can cancel his product and/or service at any time.
2. Once the cancellation has been sent, it will be processed as quickly as possible. If you change your mind, please contact FlexyNode via the Discord or website as soon as possible.
3. The cancellation can only be done via the website, otherwise it is not valid.
4. If the cancellation has been made via the selection: "Immediately", the service will be deleted immediately upon processing, and nothing can be done about this.

5. If the cancellation has been made via the selection: "End of term", the service will be deleted during processing at the end of the monthly agreement.

Article 8 - Assistance with products and/or services

1. You can request help via our website and our Discord. This is done via a so-called: "Ticket system"
2. If the consumer does not respond for 7 days, the "ticket" will be closed.
3. No trading takes place via direct messages or in general groups on Discord.
4. If the assistance system is misused, we can deny you its use and, if necessary, terminate your agreement in the event of serious threats from the consumer

Article 9 – (un)planned maintenance

1. FlexyNode may determine when and for how long we conduct maintenance on our systems. This will of course be indicated in our Discord and on our status page.
2. (un)planned maintenance may take longer than expected, FlexyNode is not responsible for this to the consumer.
3. Returning to article 9 paragraph 2, FlexyNode does not owe any compensation to the consumer.

Article 10 – Data Loss

1. FlexyNode is not liable for data loss caused by the consumer himself.
2. We are not liable for data loss during our services.
3. The user is responsible for making and downloading his/her backups of products and/or services.

Article 11 – Overdue payments

1. The consumer will receive his/her invoice on the website 7 days in advance.
2. As soon as the consumer does not pay his/her invoice, we will suspend the service the next day at 9:00 AM.
3. If payment has not been made after 5 days, administration costs may be charged.
4. After 7 days your product/service will be removed.
5. FlexyNode retains the right to withhold access to and possession of the client's server(s) until full payment of all outstanding invoices has been received. The client acknowledges and agrees that any failure to settle invoices in a timely manner may result in the temporary denial of access to their server(s) until payment is made in full.

Article 12 – Quotations and other agreements

1. If FlexyNode makes the customer an offer other than the standard packages shown on our website, this will always be recorded on our site, under the heading: "quotes".

2. Agreements apart from the standard packages cannot be concluded via direct messages or any other tool, only according to paragraph 1.
3. Quotations/other agreements can be terminated or adjusted at any time by

FlexyNode.Article 13 – Adjustments to products and legal agreements

1. FlexyNode is at all times authorized to change our regulations, general terms and conditions, products, Privacy Agreement and all other things that fall under FlexyNode.
2. Our general terms and conditions apply at all times unless stated otherwise.
3. Our conditions and agreements must be followed by the consumer at all times, unless stated otherwise by FlexyNode