

Neuralrack AI

Terms of Service

By using and continuing to use the Service, regardless of payment or price, Customer and Neuralrack agree to be legally bound and abide by the following Terms of Service.

If any clauses of these Terms are determined to be legally invalid, the remainder of the Terms shall still apply.

Version 1.13, revised 5/20/2024

Definitions

1. “Neuralrack”: the doing-business-as name of the following for-profit, privately owned New Jersey limited liability corporation:
 - a. Known as Coinfarm Ventures L.L.C
 - b. Founded in June of 2018
 - c. Registered at the following address:
 - i. 3003 Cypress Lagoon Court
 - ii. Durham, NC 27703
 - iii. United States
 - d. With tax nexus and registration in the State of North Carolina
 - e. Operating at the following facility:
 - i. 4518 S Miami Blvd
 - ii. Durham, NC 27703
 - iii. United States
2. “Customer”: the individual or corporation ordering the Service from Neuralrack for commercial or personal or charitable purposes
3. “Service”: any computer hardware, network infrastructure, software, virtual machines (VMs), application containers, hypervisors, accelerated graphics processors provided by Neuralrack to the Customer for Neuralrack’s commercial purposes
 - a. Neuralrack and the Customer may agree for the Customer to pay in full for equipment (including computer servers, data networking appliances, data storage appliances, power protection appliances and any other equipment in the Hosting Agreement) and for Customer to own the equipment. Neuralrack

provides essential maintenance, physical security, repair, power, data networking and cooling to operate the equipment. This arrangement is referred to as “Hosting”.

- b. The scope of the Service only includes maintaining physical custody of the equipment, repairing and providing physical security, power, data networking and cooling to the Customer-owned equipment.
- c. Insurance
 - i. Neuralrack carries a Business Owner’s Policy from Hartford Underwriters Insurance Company with a property limit of \$550,000 and a deductible of \$5,000, valid from 6/01/2024 to 6/01/2025. The policy ID is ‘76 SBW BG4J9A’.
 - ii. In the event of damage, vandalism, theft, impairment or degradation to Customer-owned equipment exceeding the deductible by 50% (\$7,500), Coinfarm will submit an insurance claim on a best-effort basis and attempt to repair Customer-owned equipment. However, in the event the insurance claim is denied or not enough funds are received to repair Customer-owned equipment, Customer will be responsible for the remaining cost of repair parts and Neuralrack shall be responsible for the full cost of repair labor.
 - 1. For catastrophic damage to multiple Neuralrack equipment exceeding the property limit (\$550,000), Customer shall receive a share of the insurance payout proportional to their share of the value of damaged equipment. Customer shall be responsible for the remaining cost of repair parts.
 - 2. For losses while Customer-owned equipment is in transit between Neuralrack facilities or in transit on a commercial shipping carrier, the property limit is \$25,000. Customer shall be responsible for the remaining cost of repair parts. Neuralrack shall not knowingly transport more than \$25,000 of equipment in a single trip.
 - 3. If Neuralrack orders more than \$25,000 of Customer-owned equipment in a single shipment, Neuralrack shall purchase commercial shipping carrier insurance for the full value of the shipment in addition to the Business Owner’s Policy.
 - iii. In the event damage, vandalism, theft, impairment or degradation to Customer-owned equipment below the insurance deductible plus 50% (\$7,500), Customer shall be responsible for the full cost of repair parts and Neuralrack shall be responsible for the full cost of repair labor.

Communication

1. The following communication forms shall be considered written notice and communication under the Terms of Service:
 - a. Electronic email transmission
 - b. Text message (SMS)
 - c. The following online messaging platforms: Discord, Whatsapp, Telegram, Signal
 - d. Any other method agreed to in writing in advance by Neuralrack and the Customer
2. Neuralrack may not unilaterally modify or repeal the Terms of Service unless:
 - a. agreed to in writing by Neuralrack and the Customer;
 - b. Customer is given seventy-two (72) hours of written notice of the new Terms of Service before the expiration date of the Service.

Acceptable Use Policy

1. The Customer shall only use the Service for purposes that are lawful in all of the below jurisdictions:
 - a. Customer's city, state, province and nation
 - b. State of North Carolina
 - c. United States of America
2. The Customer shall not deliberately store or execute any the following data or applications on the Service:
 - a. Malware, computer viruses, "IP stressers", denial of service tools, worms, Trojan horses, rootkits or other applications that can harm computer systems or computer networks
 - b. Stolen personally identifiable information (PII), non-publicly available medical records, unauthorized credentials or passwords or private encryption keys
 - c. Mass marketing or electronic mail spam
 - d. Stolen intellectual property or trade secrets or copyright infringed media
 - e. Illegal pornography, even if computer or AI-generated
 - f. Any other content that is illegal to produce, obtain or distribute in any of the above jurisdictions.
3. The Customer shall not attempt to increase the performance of any computer hardware beyond either manufacturer specifications or the settings in the Rental Agreement or Hosting Agreement, whichever is lower.

- a. This includes “overclocking” components such as the CPU, memory, northbridge, and PCI express bus
 - b. This includes increasing the software power limit of a graphics processor beyond the following values:
 - i. Nvidia RTX 3060: 170 watts
 - ii. Nvidia RTX 3090: 350 watts
 - iii. Nvidia RTX 4090: 450 watts
 - iv. Nvidia RTX 4080: 320 watts
 - v. Nvidia RTX 4080 super: 320 watts
 - vi. For all other models, the wattage of the manufacturer “reference” circuit board as published on techpowerup.com
4. The Customer shall not place an undue burden on Neuralrack’s network
 - a. This includes operating on peer to peer distributed file sharing networks such as “torrent clients” or “seedboxes”, regardless of whether the content distributed is lawful.
 - i. Peer to peer or torrent downloads of individual files such as ISO disk images or software installers are permitted so long as the content is lawfully obtained
 - b. This includes reselling Neuralrack internet bandwidth, reselling Neuralrack IP addresses, or providing traffic exchange or internet peering services
 - c. Operating a validator or miner node on the Bittensor cryptocurrency’s MapReduce subnet (ID #10) or any other cryptocurrencies which consume significant bandwidth without prior permission
 - d. Operating in any business or offering any service where Customer obtains significant revenue by directly reselling Neuralrack internet bandwidth or IP addresses
 - e. Any other use in which the combined upload and download traffic to and from a single Service, averaged over any 24 (twenty-four) hour period, exceeds 3 (three) gigabits per second
5. The Customer may not attempt to interfere with the functioning of Neuralrack’s network or hijack Neuralrack’s network infrastructure
 - a. Including ARP poisoning, man in the middle attacks or obtaining unauthorized access to switches/routers/storage servers that Customer does not own or is not leasing
6. The Customer may not deliberately use the Service to cause physical or electrical damage to any Neuralrack or customer equipment or the facility in which it is housed
 - a. This includes attempting to modify the read-only memory (ROM) of any processor, motherboard, video graphics device, or other electronic component by “flashing”

- b. This includes attempting to modify the firmware of any processor, motherboard, video graphics device, or other electronic component with the use of UART, SPI, I2C, serial or other hardware communication protocols
7. The Customer shall not attempt to reverse engineer, decompile or distribute any Neuralrack software or intellectual property without prior written permission from Neuralrack.
 - a. Any Neuralrack software shall be clearly designated and contain a license document or copyright notice
 - b. This applies whether or not the Neuralrack software is hosted on equipment that the Customer is leasing, in the event Neuralrack agrees to release software to the Customer for use outside Neuralrack
8. Customer shall have the right to sublet or delegate use of the Service to others, including their friends, family, colleagues, clients and businesses. However, Customer is ultimately held responsible under these Terms of Service for violations by any entity the Customer has granted access to.
9. Neuralrack is not responsible for any economic loss, damages or liabilities for any reason against Customer related to use of the Service beyond the price paid for the Service
 - a. Neuralrack is not a publisher of any speech, opinions, perspectives or claims the Customer expresses as a result of using the Service and is not responsible for any resulting damage or defamation to third parties
10. Repeated violation of this policy may result in action by Neuralrack up to and including cancellation of the Service per the Refund Policy, or deletion of unauthorized data or applications.
 - a. Neuralrack has the sole discretion to determine if a Customer's actions were intentional and violated the Acceptable Use Policy
 - b. After the first violation, Neuralrack will send a written warning notifying Customer of the violation, asking Customer to remove any unauthorized content within 72 hours (if applicable) and cease any prohibited activities (if applicable).
 - c. After the second violation, Neuralrack may immediately terminate the Rental Agreement or Hosting Agreement, and must issue a refund according to the Billing and Refund Policy
 - i. Neuralrack has no obligation to preserve or return any Customer data if any portion of Customer data violated this Policy
 - d. If Customer deliberately caused permanent electrical damage to Neuralrack equipment, the repair or replacement cost shall be deducted from any refund to Customer

Data Privacy Policy

1. Neuralrack shall keep all Customer data, content and applications confidential unless ordered to do so by a court or search warrant in Neuralrack's jurisdiction
2. Neuralrack shall not be obligated to use disk data encryption unless agreed upon by both the Customer and Neuralrack
3. Neuralrack shall be allowed to copy and transfer Customer data for purposes of preventative maintenance, such as replacing faulty disk drives, without consent of Customer at any time or written notice
4. Neuralrack may be allowed to copy, retain and transfer Customer data for purposes of redundancy and backup if agreed by both the Customer and Neuralrack. Unless stipulated in the Rental Agreement or Hosting Agreement, Neuralrack by default shall have no obligation to keep restore points or backups, or provide RAID disk redundancy
5. Neuralrack may delete, erase or destroy Customer data seventy-two hours (72 hours) after non-renewal or non-payment of the Service by Customer.
6. In the event of non-renewal or non-payment of the Service by Customer, Customer may within seventy-two hours (72 hours) request their data for download in a password-protected format
 - a. after paying Neuralrack a "data takeout fee" of forty dollars (\$40) plus twenty dollars (\$20) per terabyte or partial terabyte
 - b. After payment is received, Neuralrack must provide access within 48 hours (forty-eight hours) and maintain access to Customer data for at least 30 days (thirty days).
7. Neuralrack has no obligation to make Customer data available in the event of termination because of violation of the Acceptable Use Policy
8. Customer is ultimately responsible for data integrity of all information stored on local storage drives of Services administered by the Customer
9. Neuralrack is ultimately responsible for data integrity of all information stored on network-attached storage (NAS) devices, storage servers and all other machines administered by Neuralrack
10. Neuralrack is not responsible for Customer economic losses, damages or reputation loss related to data loss or theft beyond the price paid for the Service, even if Neuralrack violates these Terms of Service.

Service Delivery Policy

After Neuralrack receives full payment and Customer signs the Rental Agreement or Hosting Agreement, and the Terms of Service, Neuralrack shall have forty eight (48) hours to make

Service available to the Customer; unless otherwise stated in the Rental Agreement or Hosting Agreement.

For Hosting Services, the late delivery penalty will be based on the ongoing maintenance, colocation, power or other upkeep charge for the Hosting; not the price of the hosted equipment itself.

For Rental Services, the late delivery penalty will be based on the price of the Service on a monthly basis.

“Delivery” means:

1. the Service is running with no known technical defects;
2. Customer has been notified in writing that the Service has been deployed;
3. and Customer is provided login credentials that have been verified by Neuralrack

Late delivery penalty

1. Five percent (5.0%) partial refund for every day or partial day the Service is delivered late, up to ten (10) days and fifty percent (50%) of the monthly price for the Service
2. Two percent (2.0%) partial refund for every day or partial day the Service is delivered with inferior specifications, up to twenty (20) days and forty percent (40%) of the monthly price for the Service

Expiration

1. Unless stated otherwise in the Rental Agreement or Hosting Agreement, the Service will expire on the day of Delivery plus the term stipulated in the Rental Agreement or Hosting Agreement.
2. A “monthly term” in the Rental Agreement or Hosting Agreement shall be 30 (thirty) calendar days or the same calendar day in the next month, whichever is longer.

Billing and Refund Policy

All hosting Services or other Services in which Customer fully owns or owns a majority stake in the equipment are not eligible for cancellation unless all the below criteria are met:

1. Customer agrees to pay the full amount of any remaining maintenance fees, colocation fees, power charges, and other recurring upkeep charges for the remaining portion of the term in the Hosting Agreement; unless otherwise stipulated in the Hosting Agreement.
2. Customer authorizes Neuralrack to dispose of the hosted equipment according to the Hosting Cancellation Policy, unless otherwise stipulated in the Hosting Agreement.

Unless otherwise stipulated in the Rental Agreement, all rental Services shall be eligible for cancellation for any reason within 48 (forty-eight) hours of Delivery by either Neuralrack or the Customer. After that, neither Neuralrack or Customer may cancel the Service unilaterally for the remainder of the term in the Rental Agreement.

Beyond that point, all payments to Neuralrack and Service rendered by Neuralrack are non-refundable except for:

1. Covered Incidents according to the Service Level Policy
2. Early cancellation agreed to in writing by both the Customer and Neuralrack
3. Delivery of Services later than stipulated by the Rental Agreement or Hosting Agreement as per the Service Delivery Policy
4. Delivery of inferior or incomplete Services

Late payments and re-activation

- a. (Renewal) When the Customer has been invoiced at least one hundred sixty-eight (168) hours prior to Service expiration; but has not paid the full amount due by the invoice due date or Service expiration date, whichever comes later; this will be considered a late payment.
- b. (Upgrades) When the Customer has not paid the full amount due for an upgrade by the invoice due date, this will be considered a late payment.
- c. There shall be a late payment fee of two percent (2%) of the monthly price for the Service per day or partial day of any amount owed to Neuralrack, or the maximum permitted by applicable law; whichever is lower.
- d. In the event of non-payment or incomplete payment of the full amount owed to Neuralrack, including any late fee, Neuralrack may power off or deactivate the Service after 72 (seventy two) hours.
- e. When Customer pays all funds owed, including any late fee, Neuralrack shall re-activate or power on the Service within 48 (forty eight) hours.
- f. Failure to re-activate will be considered a late delivery and Customer will be refunded per the Service Delivery Policy.

Invoicing, cancellation and renewal

1. Neuralrack shall invoice Customer for the renewal of the term for a Service at least one hundred sixty-eight hours (168 hours) prior to the expiration of the Service, and provide written notice of the upcoming expiration of the Service.
 - a. The due date of the invoice shall be no sooner than twenty-four hours (24 hours) prior to the expiration of the Service
 - b. In the event Neuralrack issues the invoice late or does not provide notice of expiration, the expiration date of the Service shall automatically be extended, at

no cost to Customer, seven days (7 days) after the invoice has been sent or such notice has been provided.

- c. In the event of an error or mistake on the invoice which does not match the Rental Agreement or Hosting Agreement, including the price of Service, Neuralrack reserves the right to make a correction;
 - i. and Customer must pay any additional amount due (if applicable) within one hundred sixty-eight (168) hours after the corrected invoice is sent
 - ii. or Neuralrack must refund any overcharged amount (if applicable) to Customer within forty-eight (48) hours after the corrected invoice is sent
2. If Customer wishes to cancel or not renew the Service, the Customer shall provide Neuralrack with at least twenty-four hours (24 hours) of written notice of non-renewal prior to the Service expiration date
3. If Customer does not provide written notice of discontinuation of the Service or intent not to renew to Neuralrack:
 - a. the Service shall continue on a month-to-month basis;
 - b. at the monthly price in the Rental Agreement or Hosting Agreement plus any additional price from upgrades, if applicable;
 - c. and the invoiced amount will be due by the Service expiration date or invoice due date, whichever comes later
4. Neuralrack shall invoice Customer for the upgrade at any time after completion of the upgrade, and the due date of the invoice shall be no sooner than seventy-two (72) hours after Neuralrack issues the invoice

Permitted payment methods

Unless agreed otherwise by Neuralrack and the Customer, the following methods of payment will be permitted, with the following fees in addition to the price quoted by Neuralrack:

1. (U.S. only) ACH, Zelle: (zero) 0% of the price
2. (U.S. only) Bank of America intrabank transfer: (zero) 0% of the price
3. (U.S. and international) cryptocurrency accepted by Coinbase.com: (zero) 0% of the price
 - a. Customer bears the blockchain network fee of sending payment. Neuralrack bears blockchain network fees and exchange costs of receiving payment
4. (U.S. and international) Shopify Checkout Pay, Paypal or other credit/debit card gateways: (four) 4.0% of the price
5. (U.S. and international) Wire transfer: (thirty-five) \$35 USD
 - a. Customer bears any bank charges for sending the wire. Neuralrack bears bank charges of receiving the wire

Payment method limits

Unless otherwise stated in the Hosting Agreement or Rental Agreement, the following limitations on payment methods will apply per customer:

1. Cryptocurrency
 - a. twenty five thousand (25000) USD in any twenty four (24) hour period
 - b. fifty thousand (50000) USD in any thirty (30) day period
2. Shopify Checkout Pay, Paypal or other credit/debit card gateways
 - a. fifteen thousand (15000) USD in any thirty (30) day period
3. Wire transfer
 - a. one hundred thousand (100000) USD in any twenty four (24) hour period
 - b. five hundred thousand (500000) USD in any thirty (30) day period

If Customer is unable to pay within these limits to renew Service(s) before they are due, Customer shall be provided additional time to complete full payment without any penalties or interruption of Service(s); or Neuralrack may at its sole discretion waive the limitations; or Neuralrack and Customer may agree to alternate payment methods.

Payment collection

Unless stated otherwise in the Rental Agreement or Hosting Agreement, all quoted prices shall be in U.S. dollars (USD \$) and all foreign exchange and conversion fees will be borne by the Customer.

Neuralrack will not be responsible for collecting value added tax (VAT), import tariffs, sales tax or use tax for any Service; except in the State of North Carolina. Customer is responsible for reporting and paying all tax to authorities.

Any other payment methods, including physical cash or paper checks are not accepted, will be sent back to Customer, and may be considered a non-payment or late payment if the amount due is not paid via the permitted methods.

If any payment method, including the permitted methods, are delayed, blocked or retracted by Customer or Customer's financial institution, it may be considered a late payment or non-payment.

If the payment is blocked or delayed by Neuralrack's financial institution ("Chase Bank" or "Bank of America"), or third-party payment processors (such as PayPal or Shopify Pay or Stripe), Neuralrack and Customer will make arrangements to use other payment methods instead; and it is not considered late or a non-payment if received within fifteen (15) days.

Approved payment methods will also be used by Neuralrack to send applicable refunds to Customer. Neuralrack is responsible for any fees for sending refunds.

Service Level Policy

Neuralrack will use commercially reasonable and industry standard methods, tools and equipment to provide reliable Service on a best effort basis. However, Customer shall be compensated for downtime according to the following terms for only Covered Incidents.

A Covered Incident is:

1. An occurrence of unavailability of Customer Services as stated in the Hosting Agreement or Rental Agreement. This may include
 - a. (Bare metal) network access, electric power and computing hardware
 - b. (Virtualized) network access, electric power, computing hardware and the operating system
2. An occurrence that Customer reports in writing to Neuralrack no more than forty eight (48) hours after the problem starts occurring or has occurred; or that Neuralrack notifies the Customer of any time after the problem starts occurring
3. An occurrence that is documented and measured in duration by commercially available network "ICMP ping" software or websites such as "Pingdom" or "UptimeRobot", local system diagnostic monitoring applications such as "Netdata", or standard system logs such as "kern.log", "syslog" and "dmesg", or network traffic flow monitoring software on Neuralrack's routing equipment
 - a. The contents of the logs and records must not have been deleted or altered by the Customer
 - b. ICMP ping software or websites must ping every 60 (sixty) seconds or more frequently
4. Is not related to a Customer request to upgrade, downgrade or otherwise change performance specifications of the Service.
5. Is not related to Neuralrack providing courtesy technical support or service for software issues or application issues that are beyond Neuralrack's responsibilities, but requested by the Customer.
6. Occurs while the Service is not a free trial, has been delivered and is being paid for by Customer and the term has not expired.
7. Occurs while no late payment is owed by the Customer to Neuralrack
8. Occurs when Neuralrack has been provided the following from Customer at least twenty-four (24) hours prior to the problem:
 - a. the current working system SSH username, current working root password and/or SSH key
 - b. current working IPMI username and password

- c. Neuralrack is not blocked from accessing Customer's Service by firewall rules, internet addressing or blocklists on at least the local area network (LAN) of the Service
9. Is the following in nature:
- a. Network degradation
 - i. ICMP latency to the Service increases to 300 (three hundred) or more milliseconds, and the Service was publicly reachable via ICMP prior to the incident, and the ICMP originates from the continent of North America;
 - ii. and/or the speed of outbound or inbound data transmission slows below 100 Mbps (one hundred megabits per second) while the speed of transmission is shown to regularly exceed 100 Mbps for a steady period of time before the incident;
 - iii. and persists for at least ten (10) minutes in duration;
 - iv. and all network interfaces and connections Neuralrack has provided to Customer are impacted
 - b. Network outage
 - i. ICMP latency to the Service increases to 4000 (four thousand) or more milliseconds or the Service is completely unresponsive, and the Service was publicly reachable via ICMP prior to the incident and latency was below 300 (three hundred) milliseconds, and the ICMP originates from the continent of North America;
 - ii. and persists for at least ten (10) minutes in duration;
 - iii. and all network interfaces and connections Neuralrack has provided to Customer are impacted
 - c. Power outage
 - i. The Service involuntarily and abruptly restarts, reboots or power cycles;
 - ii. and/or the Service abruptly halts and remains powered off
 - d. Graphics outage
 - i. one or more graphics processing unit(s) (GPU(s)) become unusable by applications, or frozen while the Service is still running; as shown by "NVRM: GPU <x> has fallen off the bus", "NVIDIA soft lockup" or similar system error log events;
 - ii. and/or become undetected by the system below the number of GPUs that was specified in the Hosting Agreement or Rental Agreement
 - e. Other hardware outage
 - i. any computer hardware component other than the GPUs becomes inoperable to the level of freezing, locking or preventing the Service from being accessible
 - f. Hardware degradation
 - i. any computer hardware component other than the GPUs become either degraded in performance specifications on its own, or due to Neuralrack

maintenance, but the Service still is accessible at a degraded performance level; and the degradation is documented by system monitoring applications

If any Covered Incident happens in any 30 (thirty) day period, the following compensation amount, as a proportion of the price of the Service, on a monthly basis, shall apply for every hour or partial hour of the Covered Incident:

1. Network degradation: Two tenths of a percent (0.2%)
2. Network outage: One percent (1%)
3. Power outage: One percent (1%)
4. Graphics outage: One percent (1%) multiplied by the proportion of GPUs of the Service that were affected by the outage
 - a. Example: for a Service with four GPUs, if one GPU becomes inoperable for 12 hours, the compensation will be three percent
5. Hardware degradation: Half a percent (0.5%)
6. Other hardware outage: One percent (1%)
7. EXEMPTION: Scheduled Maintenance
 - a. Any outage of any nature above resulting from "Scheduled Maintenance" will be compensated at half a percent (0.5%) per hour or partial hour;
 - b. if Neuralrack gives at least one hundred sixty-eight hours (168 hours) advance written notice of the Covered Incident;
 - c. and the Covered Incident lasts less than three (3) hours;
 - d. with a maximum of two (2) Scheduled Maintenance incidents in a 30 (thirty) day period totaling six (6) hours.

If multiple Covered Incidents are deemed by Neuralrack to originate from the same root cause, only the Covered Incident with the highest compensation rate shall be valid.

The maximum amount of compensation for the totality of any Covered Incidents within a single thirty (30) day period will be fifty percent (50%) of the monthly price of the Service.

Compensation will be issued to the Customer in the form of a refund per the Billing and Refund Policy. Compensation will be issued within forty-eight (48) hours after the Covered Incident is resolved.

Neuralrack is responsible for the repair, maintenance, labor and part costs for all equipment Neuralrack owns and provides as part of the Service; unless Customer owns and/or provides such equipment. Customer is responsible for the price of the Service.

Neuralrack is responsible for delivering and maintaining the hardware, network and other system specifications in the Rental Agreement or Hosting Agreement.

Neuralrack is not responsible for ensuring Customer applications or software meet a certain level of performance or throughput. Neuralrack may, at its sole discretion, provide extra

technical support beyond Neuralrack's obligations for the convenience of the Customer; but extending such support does not make Neuralrack responsible for the stability or performance of Customer applications.

Upgrade Policy

Upgrades or performance increases to the Service in excess of the Rental Agreement or Hosting Agreement during the Service term are not guaranteed by Neuralrack. Downgrades or performance decreases during the Service term are not guaranteed by Neuralrack.

Customer may request an upgrade/downgrade but Neuralrack has no obligation to provide it. If Neuralrack approves an upgrade/downgrade request, Neuralrack shall provide the following:

1. The one-time fixed cost or refund to Customer for the upgrade/downgrade, if applicable
2. The additional recurring monthly cost or refund of the upgrade/downgrade, if applicable
3. The timeframe for Delivery of the upgrade/downgrade
4. Any performance drawbacks or capabilities lost as a result of the upgrade/downgrade, if applicable
5. The estimated length of downtime or Service unavailability related to performing the upgrade/downgrade
6. Whether or not the Service Level Policy will be voided

After the upgrade/downgrade is complete, Neuralrack shall not have any obligation to revert the Service back to the original specifications in the Rental Agreement or Hosting Agreement. Neuralrack shall not have any obligation to reinstate the Service Level Policy if voided as part of the upgrade/downgrade).

After the upgrade/downgrade is complete, Neuralrack shall invoice the Customer of completion of the upgrade/downgrade and the amount shall be due according to the Billing and Refund Policy.

If the upgrade/downgrade is completed later than stated in writing by Neuralrack, this is considered a late Delivery and the Customer is entitled to a partial refund according to the Billing and Refund Policy.

If the upgrade/downgrade attempt is unsuccessful, Neuralrack may revert the Service back to the original specifications in the Rental Agreement or Hosting Agreement at its sole discretion and revert any invoice for the upgrade/downgrade (if applicable) and issue a refund to Customer (if applicable) according to the Billing and Refund Policy.

Hosting Cancellation Policy

The Customer may cancel the Hosting Agreement at any time after payment or before the end of the term.

Disposal of hosted equipment

When the term in the Hosting Agreement expires or the Customer informs Neuralrack of the intent to cancel early, Neuralrack will dispose of the equipment or any portion of the equipment in one or more of the following ways according to Customer request. Only equipment specified in the Hosting Agreement is Customer property.

1. Buyout: Neuralrack and the Customer will agree on a price for Neuralrack to take possession and own the equipment in full starting immediately after cancellation.
2. Shipment: Neuralrack will send the equipment to the Customer
 - a. This disposal option will not be available if no commercially available carrier in Neuralrack's locality serves the Customer's locality or country
 - b. This disposal option will not be available for equipment that is subject to any export restriction by Neuralrack's locality or import restriction by Customer's locality; including but not limited to the export ban of certain graphics processors to the People's Republic of China
 - c. This disposal option will not be available for any equipment Neuralrack deems in its sole discretion to be too fragile to withstand shipment to Customer's locality on every commercially available carrier
 - a. Neuralrack in its sole discretion may choose the carrier or method of transportation Neuralrack deems to be the safest or most convenient, provided such carrier services the Customer's locality or country
 - b. A fee of five percent (5%) will be deducted from the total price of the Hosting Agreement to compensate Neuralrack for the labor of packaging and shipment
 - c. Customer will be responsible for all shipping carrier charges, including freight, reasonable insurance for the full declared value of the equipment, and up to one hundred dollars (\$100) of carrier pick-up services
 - d. Customer will be responsible for all tariffs, import duties and other government taxes if applicable.
 - e. Neuralrack may disassemble and package the equipment as Neuralrack solely sees fit to reasonably protect the equipment during transport
 - f. Neuralrack must hand over, drop off or transfer possession of all equipment to the carrier within fourteen (14) days of Customer cancellation notice

- g. Neuralrack shall no longer be responsible for any damage, loss or theft of equipment after the shipping carrier takes possession
 - h. Neuralrack makes no promise or guarantee of the actual delivery date of the shipments
- 3. Retrieval: Customer will collect the equipment
 - a. The Customer must provide Neuralrack notice of their intent to pick up the equipment in person within seven (7) days of arriving
 - b. The Customer will only be able to retrieve equipment during standard business hours (Monday-Friday 9:00AM-5:00PM U.S. eastern time)
 - c. The Customer must present government photo identification to Neuralrack
 - d. Neuralrack shall no longer be responsible for any damage, loss or theft of equipment after it leaves the Neuralrack facility
- 4. Liquidation: Neuralrack will sell the equipment
 - a. Customer will be responsible for all shipping, transportation or delivery costs of the physical equipment to buyers. These costs will be deducted from the proceeds of the liquidation.
 - b. A fee of twenty percent (20%) will be deducted from the net proceeds of the liquidation (after shipping costs) to compensate Neuralrack for the labor of liquidation and any third party marketplace costs
 - c. Neuralrack must make all equipment available for sale within fourteen (14) days after Customer communicates intent to cancel and exercise this option
 - d. Neuralrack must demand reasonable prices for equipment in accordance with market value
 - i. Neuralrack will attempt to sell all equipment within thirty (30) days.
 - ii. List prices for equipment will be gradually lowered until such equipment is successfully sold. Neuralrack will decrease prices to no lower than ten dollars (\$10).
 - iii. Any equipment priced at ten dollars (\$10) but unsold after thirty (30) days shall be destroyed or discarded by Neuralrack as waste or become Neuralrack property
 - e. Within seven (7) days after Neuralrack receives any sale proceeds, Neuralrack will pay the Customer the net proceeds of the liquidation via the payment methods in the Billing and Refund Policy.
 - f. Neuralrack may use third-party marketplaces like eBay.com, Craigslist.com, Facebook Marketplace and Discord to list equipment as Neuralrack sees fit
 - i. Neuralrack is responsible for all third-party fees like final value fees, insertion fees and other marketplace costs.
 - ii. If sale proceeds are held by any marketplace for any reason and are inaccessible by Neuralrack, Neuralrack is not responsible for payout of those funds until released by the marketplace.

- iii. If sale proceeds are denied by any marketplace for any reason originating from buyer complaints, returns or buyer fraud, Neuralrack is not responsible for payout of those funds.