

## Terms of Service Halos Development, LLC

#### **Effective Date**

3 August 2025

#### **Section 1: Introduction**

- 1. This Terms of Service document (the "Agreement") sets forth the terms and conditions of your use of and engagement with the services ("Services") offered to you by Halos Development, LLC. The terms "we" and "our" may be used in this Agreement hereafter to reference Halos Development, LLC.
- 2. We strongly recommend you read through this Agreement to enable you to understand the capacity to which we provide our Services.
- 3. By using our Services, it is assumed you have read and have the capacity to understand this Agreement. If you do not agree to this Terms of Service document and all the terms contained herein, you must not use our Services.
- 4. For ease of reference, navigation and readability, this Agreement is organised into sections and paragraphs. For example, this is section 1(4).

#### **Section 2: Jurisdiction**

- 1. These Terms of Service should be construed in accordance with the laws of the State of Delaware in the United States of America.
- 2. Accordingly, it is directed that any and all legal proceedings will take place in accordance with the laws of the State of Delaware.

#### **Section 3: Copyright Provisions**

- 1. Following the conclusion of our service agreement and while you are using our Services, you will be able to access the purchasable digital assets available to the public. These digital assets include but are not limited to:
  - a. plugins;
  - b. plugin configurations;
  - c. server setups; and
  - d. other products.
- 2. You do not have the right to redistribute any of our products or make dishonest representations of ownership of the products.
- 3. We will retain copyright to the products, though you have a license to use them as you see appropriate.
- Copyright will remain attributed to Halos Development, LLC even after modifications have been made to products after a sale has been finalised.
- 5. In the event that you would like the copyright for the products to be transferred to you, this must be specifically requested and agreed upon by both parties (that is, yourself and Halos Development, LLC).

#### Section 4: Payment for Products/Services

- 1. When purchasing digital assets or Services from us, you understand that you are required to pay the posted price provided by our associates. Unless you are given a predetermined discount code, no deductions to the price will be made.
- 2. We hold the right to refuse support if you choose to purchase digital assets or Services from third-parties and are consequently scammed.
- 3. When submitting payment to us, you must input information that you know to be wholly true and accurate. Using another person's payment information is ordinarily fraud unless prior permission has been provided that can be adequately evidenced.
- 4. Prior to accepting payment from the client, we will require that a deadline is set before we commence work on any given project. If a product's development is delayed due to the actions of third-parties, the deadline may be extended to

- compensate for this. This includes, but is not limited to waiting for a client response, waiting on updates from third-party software, or any other delays that are not directly caused by Halos Development, LLC and its associates.
- 5. All payments must be submitted via our approved payment methods, which presently include PayPal (G&S) and Stripe. At our discretion on a case-by-case basis, cryptocurrency payments may be accepted. We reserve the right to handle any chargebacks or payment disputes through our preferred payment processors if necessary. Failure to complete payment may result in Halos Development, LLC reselling and claiming the work as our own.
- 6. A payment constituting 50% of the total cost of the commission must be paid before any work can begin. The final product will be provided once 100% of the commission cost has been paid and confirmed by Halos Development, LLC.

#### **Section 5: Refund Policy**

- 1. It is to be ordinarily assumed that you will not be able to claim a refund on products or Services that are provided by Halos Development, LLC.
- 2. At the discretion of Halos Development, LLC's management team, a refund may be issued in extraordinary circumstances, including, but not limited to:
  - a. a faulty or damaged product;
  - b. inadequate quality of service; or
  - c. late service.
    - i. In the event that a freelancer becomes continuously inactive for a sustained period of seven (7) days, the total cost of the commission will be refunded, unless completed work has been submitted by the freelancer.
- 3. If you have a legitimate reason as to why you feel you are eligible for a refund, you may contact one of our representatives via a support ticket. A consensus will be reached among the concerned parties and a final decision will be provided. This final decision cannot be appealed.
- 4. Communication will only take place in the appropriate commission ticket channel in the Halos Development Discord server. If any external communication takes place, the client is considered to have waived their right to a refund.

- 5. If there is an overdue deadline that is due to a failure on our part, we will refund 5% of the total cost of the commission per day after the deadline, up to a maximum of 45% of the original cost of the commission.
- 6. If work has started on a commission and one of our associates is unable to complete the commission for whatever reason, the client will receive a partial refund corresponding to the progress completed on the product (e.g., 50% of the total cost of the commission will be refunded if the product is 50% completed).
  - a. Similarly, if work has started on a commission and the client requests a refund, the total cost will only be refunded insofar as to constitute the percentage of work that has not already been completed.
- 7. Refunds, where awarded, will not include the Stripe, PayPal, or Coinbase fees as these are strictly non-refundable.

#### Section 6: Chargeback Policy

- 1. Halos Development, LLC has a strict no-chargeback policy. You must not attempt to chargeback or claim payments sent to us were fraudulent after successfully purchasing a digital asset or service.
- 2. Charging back funds from a transaction will result in Halos Development, LLC refusing to provide products or Services to the person responsible for the original transaction as well as the associated credit/debit card.

#### Section 7: Digital Assets

- It is your responsibility to make sure all billing information is accurate when making a purchase. If inaccurate billing information is submitted, Halos Development, LLC retains the right to refuse a refund or transfer of the digital asset on request.
- 2. Purchase of a digital asset offered by Halos Development, LLC does not constitute ownership of said asset. The digital asset will remain our property and their original creator regardless of any third-parties making alterations to the purchased digital asset.
  - a. This provision does not apply if written permission asserting ownership rights has been granted by Halos Development, LLC.

#### **Section 8: Distribution Rights**

- 1. With reference to all purchased digital assets, you must not sell or redistribute products to third-parties, unless the following caveat applies:
  - a. You are selling or distributing products on the condition of having made a one-time purchase for your organisation.
- 2. If you would like to discuss purchasing resell rights of the digital asset, you must contact both Halos Development, LLC's representatives through a support ticket and the original creator of the digital asset to receive written permission.
- 3. Prior to payment for a product, different distribution rights arrangements can be made on a case-by-case basis at the discretion of Halos Development, LLC's management team. Discussion about this must be initiated by yourself as the client.

#### Section 9: Entitlement to Product Support

- 1. With every purchase of digital assets or Services from Halos Development, LLC, you will have thirty (30) days entitlement to post-purchase support. This constitutes any general questions, directions on how to use the digital asset, and any bug fixes.
- 2. After the thirty-day period has elapsed, it is at the freelancer's discretion as to whether a further charge will be requested for additional changes to be made, including bug fixes. In the event that contact cannot be made with the freelancer, bug fixes will not be possible.

### Section 10: Declaration of Supreme Authority and Completeness

- 1. These Terms of Service shall constitute the whole and entire terms and conditions that govern your use of and engagement with Halos Development, LLC's products and Services (the "Supreme Authority").
- 2. The Supreme Authority cannot be undermined by any other contract or agreement and the Supreme Authority automatically supersedes any other

such agreement that is considered to have been effective prior to the effective date of this Agreement.

#### Section 11: Severability

- 1. If any part of this Agreement is found to be invalid, illegal, or unenforceable by a court of law, the rest of the Agreement will remain valid, legal and enforceable.
- 2. If it is the case that any invalid, illegal or unenforceable part can be modified or deleted to make it valid, legal and enforceable, Halos Development, LLC, as represented by our legal team, will do so in a way that preserves the original intentions as much as possible.

# Section 12: Right to Disambiguation and Accessibility

- 1. We are committed to ensuring our policies and procedures, including this Agreement, are accessible to all and easy to understand.
- 2. Accordingly, you have the right to disambiguation, meaning you can ask us for clarification about anything mentioned in this document and we can explain to you what it means in simple English.
- 3. Additionally, if you would like this Agreement to be made available in a different format such as in large print or in a specific font, please let us know and we will be able to accommodate your request.
- 4. You can email us at sales@halosdev.com.

#### Section 13: Changes to This Agreement

- 1. This Agreement may be updated by virtue of any of the following at any time, for any, or no, reason by Halos Development, LLC:
  - a. additions;
  - b. amendments; or
  - c. deletions.

- 2. We will endeavour to notify you of significant changes to this Agreement at least thirty (30) days before such changes take effect.
- 3. It is unlikely that you will be notified about very minor changes to this Agreement. As a result, it is strongly advised that you occasionally revisit this Agreement as to ensure your agreement with it continues to be sustained.