

TERMS AND CONDITIONS

Last Updated: February 16, 2026

1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms", "Agreement") constitute a legally binding agreement between you ("User", "you", "your") and DataSpires ("Company", "we", "us", "our"), governing your access to and use of the DataSpires platform, including the Marketplace, Market Intelligence, Spire calculator, AfriColab, and AfriLink SDK (collectively, the "Service").

By creating an account, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

IMPORTANT NOTICE: DataSpires operates as a marketplace connecting users with third-party compute providers. DataSpires is not a compute infrastructure provider. Compute resources are provided by independent third-party providers ("Compute Providers"). Your use of compute resources is subject to the terms and conditions of the applicable Compute Provider in addition to these Terms.

2. DEFINITIONS

"**Account**" means the unique account created for you to access the Service.

"**AfriColab**" means the Colab-like interface provided through the Service for direct access to GPU and compute resources from Compute Providers.

"**AfriLink**" means the lightweight SDK that enables programmatic access to compute resources through a secure, interface-agnostic tunneling layer.

"**API**" means the application programming interface made available by the Company through the Service, including the AfriLink SDK.

"**Compute Credits**" means the prepaid units or credits purchased through the Service to access compute resources from Compute Providers.

"**Compute Provider**" means a third-party provider of GPU clusters, compute resources, or data center infrastructure listed on the DataSpires Marketplace.

"**Compute Resources**" means GPU instances, CPU instances, high-performance computing resources, and related infrastructure services provided by Compute Providers.

"**Confidential Information**" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential.

"**Customer Data**" means any data, content, or materials that you upload, submit, or transmit through the Service, including workloads, code, models, and datasets processed using Compute Resources.

"**Documentation**" means the technical documentation, user guides, and other materials provided by the Company.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other proprietary rights.

"Marketplace" means the platform for accessing GPU clusters and compute resources from verified Compute Providers across Africa.

"Market Intelligence" means the analytics, data, and insights provided by DataSpire regarding Africa's compute infrastructure landscape.

"Service" means the DataSpire platform, including the Marketplace, Market Intelligence, Spire calculator, AfriColab, AfriLink SDK, and all related features and functionalities.

"Spire" means the compute advisor tool that guides users to appropriate infrastructure based on workloads, budget, and performance needs.

"Subscription" means your right to access and use the Service for the subscription period for which applicable fees have been paid.

"User" means any individual or entity that creates an account or accesses the Service.

"Verified Provider" means a Compute Provider that has completed DataSpire's verification process and is listed on the Marketplace.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Eligibility Requirements

To use the Service, you must:

- Be at least 18 years of age or the age of majority in your jurisdiction
- Have the legal capacity to enter into binding contracts
- Not be prohibited from using the Service under applicable laws
- Not have been previously suspended or removed from the Service

If you are accepting these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

3.2 Account Creation

To access the Service, you must create an account by providing accurate, current, and complete information including:

- Full legal name or business name
- Valid email address
- Secure password meeting our security requirements
- Business information (if applicable)
- Student status (if claiming student benefits)
- Payment information for paid subscriptions

Student Accounts: If you register as a student to access discounts, free trials, or donated compute credits, you must:

- Register using a valid student email address from an accredited educational institution
- Provide proof of student status if requested
- Use student benefits only for educational, research, or non-commercial purposes
- Acknowledge that student benefits are subject to availability and may be modified or discontinued

3.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Immediately notifying us of any unauthorized access or security breach
- Using commercially reasonable security practices to protect your account

We reserve the right to suspend or terminate accounts that we reasonably believe have been compromised.

3.4 Account Verification

We reserve the right to verify your identity and account information at any time. Failure to provide requested verification may result in suspension or termination of your account.

4. SUBSCRIPTION AND BILLING

4.1 Service Access Plans

The Service is offered through various access plans including:

- Free tier with limited Market Intelligence access
- Paid subscriptions with enhanced features and analytics
- Pay-as-you-go compute credit purchases
- Student discounts and free trial programs
- Donated compute credits for eligible users

Current plans and pricing are available on our website at www.dataspires.com.

4.2 Compute Credits and Payments

Platform Subscription Fees:

- Platform subscription fees (if applicable) are charged in advance on a recurring basis
- Platform fees grant access to DataSpires features, tools, and analytics
- Platform fees are separate from compute usage costs

Compute Credit Purchases:

- Compute credits may be purchased to access Compute Resources from Compute Providers
- Credits are denominated in USD or other currencies as specified
- Purchased credits are non-refundable except as expressly stated or required by law
- Credits may have expiration dates as specified at time of purchase
- Unused credits may be forfeited upon account termination

Direct Provider Payments:

- Some Compute Providers may bill you directly for compute usage
- DataSpires is not responsible for direct billing between you and Compute Providers
- You must comply with the Compute Provider's payment terms

4.3 Payment Terms

- You authorize us to charge your designated payment method for all applicable fees
- All fees are exclusive of taxes, which you are responsible for paying
- We may change pricing upon 30 days' notice to you
- We reserve the right to modify credit pricing, validity periods, and redemption terms

4.4 Payment Processing

Payment processing services are provided by third-party payment processors. By providing payment information, you:

- Authorize us to share your payment information with our payment processors
- Agree to the payment processor's terms and conditions
- Authorize recurring charges for subscription fees (if applicable)
- Agree to pay all applicable fees and charges

4.5 Marketplace Transaction Fees

Platform Fees:

- DataSpires may charge transaction fees, service fees, or commissions on Marketplace transactions
- Fee structures are disclosed prior to transaction completion
- Fees may vary based on Compute Provider, compute type, or transaction volume

Third-Party Provider Charges:

- Compute Providers set their own pricing for Compute Resources
- DataSpires does not control provider pricing and is not responsible for price changes

- You are responsible for all charges incurred with Compute Providers

4.6 Failed Payments and Credit Suspension

If a payment fails:

- We will attempt to charge your payment method again
- Your access to premium features may be suspended until payment is received
- Purchased compute credits may be frozen pending payment resolution
- We may charge late fees as permitted by law
- We may terminate your account after reasonable notice

4.7 Refunds and Cancellations

Platform Subscription:

- You may cancel your platform subscription at any time
- Cancellation is effective at the end of the current billing period
- No refunds for partial subscription periods except as required by law

Compute Credits:

- Compute credits are generally non-refundable once purchased
- Exceptions may be made for:
 - Service outages caused by DataSpires (not Compute Provider outages)
 - Fraudulent charges
 - Credits purchased but never used due to verified technical issues
- Refund requests must be submitted within 30 days of purchase

Donated Credits:

- Credits received through donation programs are non-transferable and non-refundable
- We reserve the right to reclaim donated credits for misuse or fraud

4.8 Student and Educational Pricing

- Student discounts and free trials are subject to verification
- Educational pricing is for non-commercial research and learning purposes only
- We reserve the right to convert student accounts to standard pricing if eligibility cannot be verified
- Misrepresentation of student status may result in account termination and billing for discounted services at standard rates

5. USE OF SERVICE

5.1 License Grant

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your internal business purposes or educational/research purposes (for student accounts).

5.2 Marketplace Model and Third-Party Providers

Important Notice Regarding Third-Party Providers:

- **DataSpires is a Marketplace Platform Only:** DataSpires connects users with independent Compute Providers but does not own, operate, or control the compute infrastructure
- **Provider Relationships:** Your use of Compute Resources creates a direct relationship with the Compute Provider
- **Provider Terms Apply:** Each Compute Provider has its own terms of service, acceptable use policies, and SLAs that govern your use of their resources
- **Provider Verification:** While DataSpires attempts to verify providers, we do not guarantee provider performance, uptime, security, or compliance
- **No Liability for Provider Actions:** DataSpires is not responsible for:
 - Provider service outages, downtime, or performance issues
 - Data loss or security breaches at provider facilities
 - Provider billing disputes or pricing changes
 - Provider compliance with laws or regulations
 - Quality or suitability of provider infrastructure for your purposes

Your Responsibilities:

- Review and accept each Compute Provider's terms before using their services
- Evaluate provider capabilities, certifications, and security measures for your needs
- Maintain separate agreements with Compute Providers as required
- Resolve disputes directly with Compute Providers

5.3 Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. You will not:

Prohibited Activities:

- Violate any applicable laws, regulations, or third-party rights
- Use the Service to transmit harmful, fraudulent, or illegal content
- Interfere with or disrupt the Service, Compute Providers, or their infrastructure
- Attempt to gain unauthorized access to the Service, other accounts, or provider systems

- Reverse engineer, decompile, or disassemble any aspect of the Service
- Use the Service to compete with us or develop competing marketplace platforms
- Remove or modify any proprietary notices or labels
- Use automated systems (bots, scrapers) without authorization
- Transmit viruses, malware, or other malicious code
- Engage in any activity that could harm minors
- Violate any person's privacy or publicity rights
- Impersonate any person or entity
- Engage in spamming or unsolicited marketing
- Use AfriLink or API to violate rate limits or access restrictions

Compute Resource Restrictions:

- Use Compute Resources for unauthorized cryptocurrency mining (unless explicitly permitted by provider)
- Abuse compute resources through resource-intensive attacks or denial-of-service activities
- Share, resell, or redistribute access to Compute Resources without provider authorization
- Use student or donated credits for commercial purposes
- Exceed allocated compute limits or quotas
- Use Compute Resources in violation of provider acceptable use policies

Data Restrictions:

- Upload illegal, infringing, or harmful content
- Upload content you do not have rights to use
- Upload personally identifiable information without authorization or consent
- Upload excessive amounts of data to overwhelm systems
- Store malicious software or code
- Process data in violation of applicable privacy laws or regulations

5.4 Compliance Obligations

You are responsible for:

- Ensuring your use complies with all applicable laws and regulations
- Obtaining all necessary consents and permissions for Customer Data
- Maintaining appropriate security measures for your account
- Compliance with data protection and privacy laws applicable in your jurisdiction and where data is processed
- Compliance with Compute Provider terms, policies, and requirements

- Export control and sanctions compliance
- Ensuring your workloads and use cases are permitted by Compute Providers

5.5 Third-Party Compute Providers

Provider Relationships: The Service facilitates connections with independent third-party Compute Providers.

Provider Selection and Due Diligence:

- DataSpires provides Market Intelligence to help evaluate providers
- You are solely responsible for selecting appropriate providers for your needs
- You must conduct your own due diligence regarding provider capabilities, certifications, security, and compliance
- DataSpires' verification process does not constitute an endorsement or guarantee

Provider Terms Govern Compute Usage:

- Each Compute Provider has separate terms of service, SLAs, and acceptable use policies
- You must review and accept provider terms before using their resources
- Provider terms may prohibit certain use cases, impose usage limits, or require additional agreements
- Violations of provider terms may result in service termination by the provider

DataSpires' Role:

- DataSpires facilitates discovery and access but does not provide the underlying compute infrastructure
- DataSpires is not a party to your agreement with Compute Providers
- DataSpires does not guarantee provider availability, performance, or compliance
- Disputes with providers must be resolved directly with the provider

5.6 Other Third-Party Integrations

The Service may integrate with other third-party services (authentication providers, payment processors, analytics tools). Your use of such services is subject to their respective terms and conditions. We are not responsible for third-party services.

6. API USAGE AND AFRILINK SDK

6.1 API and SDK Access

Certain subscriptions include access to:

- DataSpires API for platform features and Market Intelligence
- AfriLink SDK for programmatic access to Compute Resources
- AfriColab interface for interactive compute access

API and SDK usage is subject to:

- Rate limits and throttling as specified in Documentation
- Authentication and security requirements
- Technical specifications in Documentation
- Provider-specific access requirements
- Additional API-specific terms

6.2 AfriLink SDK Specific Terms

AfriLink Functionality:

- AfriLink provides a lightweight, interface-agnostic tunneling layer to Compute Resources
- AfriLink enables cross-infrastructure access to multiple Compute Providers
- AfriLink is designed for batch and large-scale workloads

AfriLink Usage Requirements:

- You must have active compute credits or provider arrangements
- You must comply with each provider's API terms and usage policies
- You are responsible for securing your AfriLink credentials and connections
- You must not use AfriLink to bypass provider rate limits or security controls

6.3 API Keys and Credentials

- API keys and SDK credentials are confidential and must not be shared
- You are responsible for all activity using your API keys
- You must immediately revoke compromised API keys
- We may revoke API keys at our discretion for security or policy violations
- Provider-specific credentials are governed by provider terms

6.4 API Modifications

We reserve the right to:

- Modify, update, or discontinue API features
- Implement new rate limits or restrictions
- Change API specifications with reasonable notice (typically 90 days for breaking changes)
- Deprecate API versions with at least 90 days' notice
- Adjust SDK functionality to accommodate provider changes

6.5 API Restrictions

You will not use the API or SDK to:

- Exceed rate limits or circumvent usage restrictions
- Create competing marketplace or aggregation platforms
- Scrape or cache excessive provider data
- Reverse engineer the Service or provider systems
- Resell or redistribute API access without authorization
- Access providers' systems directly to bypass the platform
- Violate provider terms or acceptable use policies

7. CUSTOMER DATA

7.1 Ownership

You retain all rights, title, and interest in Customer Data. You grant us a limited license to process Customer Data solely to provide the Service.

7.2 Data Processing

DataSpires Platform Data: We process the following data on the DataSpires platform:

- Account information and user profiles
- Usage analytics and platform interactions
- Market Intelligence queries and preferences
- Transaction history and billing information
- Support communications

This data is processed in accordance with:

- These Terms
- Our Privacy Policy
- Applicable data protection laws

Compute Provider Data Processing: When you use Compute Resources through AfriColab, AfriLink, or the Marketplace:

- Your workload data, code, models, and datasets are processed by Compute Providers
- Compute Providers control the storage and processing of your workload data
- Each Compute Provider has its own data processing terms and privacy policies
- **DataSpires does not access, store, or control your workload data on provider infrastructure**
- You must review and accept each provider's data processing terms

7.3 Data Security

DataSpires Platform Security: We implement commercially reasonable security measures for data under our control:

- Encryption in transit and at rest for platform data
- Access controls and authentication
- Regular security assessments
- Incident response procedures
- Employee training and background checks

Compute Provider Security:

- Each Compute Provider implements their own security measures
- DataSpires does not control or guarantee provider security practices
- You are responsible for evaluating provider security for your requirements
- Security certifications and compliance vary by provider

No Absolute Security Guarantee: No system is completely secure. We cannot guarantee absolute security of data, whether on our platform or with Compute Providers.

7.4 Data Backup and Retention

Platform Data:

- We maintain backups of platform account and transaction data
- Upon account termination, we retain platform data for 30 days before deletion
- We may retain some data longer as required by law or legitimate business purposes

Workload Data on Compute Providers:

- **You are solely responsible for backing up your workload data**
- Compute Providers may have their own backup and retention policies
- DataSpires does not back up or retain workload data processed on provider infrastructure
- Upon termination, provider data retention is governed by provider terms

7.5 Data Location and Transfer

DataSpires Platform Data: Platform data may be stored and processed in data centers located in various regions. By using the Service, you consent to cross-border data transfers.

Compute Provider Data:

- Compute Providers are located across Africa in multiple countries
- Your workload data is stored and processed at the provider facility you select

- You are responsible for ensuring data location complies with your legal requirements
- Market Intelligence provides information about provider locations to assist your selection
- Data sovereignty and regulatory compliance vary by provider and jurisdiction

7.6 Data Deletion

Platform Account Data:

- You may request deletion of your platform account data
- We will delete account data within 30 days unless legally required to retain it
- Some anonymized analytics may be retained

Workload Data:

- Deletion of workload data is governed by Compute Provider terms
- You must request data deletion directly from Compute Providers
- DataSpires cannot delete data stored on provider infrastructure
- Providers may have different deletion timelines and procedures

7.7 Your Responsibilities

You are solely responsible for:

- The accuracy, quality, legality, and security of Customer Data
- Obtaining necessary consents for data processing and transfers
- Complying with applicable privacy and data protection laws (GDPR, POPIA, etc.)
- Evaluating provider data processing practices for your legal requirements
- Ensuring appropriate data classification and handling
- Maintaining your own backups of critical data
- Not uploading prohibited, illegal, or rights-infringing content
- Complying with data residency and sovereignty requirements

8. DONATED COMPUTE CREDITS AND EDUCATIONAL PROGRAMS

8.1 Donated Credits Program

DataSpires facilitates a program where individuals and organizations can donate compute credits to support students, researchers, and innovators across Africa who lack access to GPU infrastructure.

Donor Responsibilities:

- Donations are voluntary and non-refundable
- Donors may specify criteria for credit recipients (e.g., students, specific countries, research areas)

- Donors acknowledge that DataSpires has sole discretion in allocating donated credits
- Donations may be tax-deductible subject to applicable laws and proper documentation

Recipient Eligibility and Obligations:

- Recipients must meet eligibility criteria (student status, research affiliation, etc.)
- Donated credits must be used for non-commercial, educational, or research purposes only
- Recipients must comply with all Service terms and provider acceptable use policies
- Misuse of donated credits may result in revocation and account termination
- Recipients acknowledge that donated credits are a privilege, not a right

8.2 Student Benefits and Verification

Students may access special benefits including:

- Discounted pricing on platform subscriptions
- Free trial compute credits
- Access to donated compute credits
- Educational resources and training

Student Verification:

- Student status must be verified through educational email addresses or other proof
- Student benefits are available only while student status is active
- Fraudulent claims of student status will result in:
 - Immediate account termination
 - Billing for services at full commercial rates
 - Potential legal action
- Students must re-verify status periodically as requested

8.3 Educational and Research Use Restrictions

Donated credits and student benefits are provided to advance education and research. They may not be used for:

- Commercial purposes or revenue-generating activities
- Cryptocurrency mining
- Resale or transfer to third parties
- Any use that violates academic integrity policies
- Training commercial AI models
- Production workloads or commercial deployment

8.4 No Guarantee of Availability

- Donated credits are subject to availability
- DataSpires does not guarantee continued availability of donated credits
- The program may be modified or discontinued at any time
- Recipients should not rely on donated credits for critical or time-sensitive work

8.5 Recognition and Attribution

- Donors may request recognition for their contributions
- Recipients may be asked to acknowledge support in publications or presentations
- DataSpires may publicize the donated credits program and aggregate statistics

9. INTELLECTUAL PROPERTY RIGHTS

8.1 Company Intellectual Property

The Service, including all software, technology, content, trademarks, and Documentation, is owned by the Company or its licensors. All rights not expressly granted are reserved.

8.2 Restrictions

You will not:

- Copy, modify, or create derivative works of the Service
- Sell, resell, rent, or lease the Service
- Use the Service to develop competing products
- Remove or alter any proprietary notices
- Use our trademarks without permission

8.3 Feedback

If you provide suggestions, ideas, or feedback about the Service:

- We may use such feedback without obligation or compensation
- You grant us a perpetual, irrevocable, worldwide license to use such feedback
- You waive any rights you may have in such feedback

8.4 DMCA and Copyright

We respect intellectual property rights. If you believe content on the Service infringes your copyright:

- Send a DMCA notice to: info@dataspires.com
- Include all information required by 17 U.S.C. § 512(c)(3)

- We will respond in accordance with the DMCA

10. CONFIDENTIALITY

9.1 Confidential Information

Each party may have access to the other party's Confidential Information. The receiving party will:

- Maintain Confidential Information in strict confidence
- Use Confidential Information only for purposes of these Terms
- Limit disclosure to employees with a need to know
- Protect Confidential Information with the same care as its own

9.2 Exclusions

Confidential Information does not include information that:

- Is publicly available through no breach of these Terms
- Was rightfully known prior to disclosure
- Is independently developed without use of Confidential Information
- Is rightfully received from a third party without restriction

9.3 Required Disclosure

If required by law to disclose Confidential Information, the disclosing party will:

- Provide prompt notice if legally permitted
- Cooperate with reasonable protective measures
- Disclose only the minimum information required

11. WARRANTY DISCLAIMERS

10.1 Service "AS IS"

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- UNINTERRUPTED OR ERROR-FREE OPERATION
- ACCURACY OR RELIABILITY OF RESULTS
- SECURITY OF DATA

10.2 No Guarantees

We do not warrant that:

- The Service will meet your specific requirements
- The Service will be available at all times
- Errors will be corrected
- The Service is free from viruses or harmful components
- Results obtained from the Service will be accurate or reliable
- Market Intelligence data is complete, current, or error-free

10.3 Third-Party Provider Disclaimers

CRITICAL DISCLAIMER REGARDING COMPUTE PROVIDERS:

DATASPIRES MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING COMPUTE PROVIDERS OR THEIR SERVICES, INCLUDING BUT NOT LIMITED TO:

- **Availability and Performance:** Provider uptime, service availability, compute performance, network latency, or throughput
- **Security:** Provider security measures, data protection practices, breach prevention, or incident response
- **Compliance:** Provider compliance with laws, regulations, industry standards, or certifications
- **Data Protection:** Provider data handling, privacy practices, data residency, or backup procedures
- **Suitability:** Provider infrastructure suitability for your specific use case, workload, or requirements
- **Pricing:** Provider pricing stability, accuracy, or value
- **Support:** Provider technical support quality, responsiveness, or availability

Provider Verification:

- DataSpires' verification process is for basic identity and legitimacy only
- Verification does not constitute endorsement, recommendation, or quality guarantee
- Verified status does not guarantee provider performance, security, or reliability
- You must conduct your own due diligence

No Liability for Provider Actions: DATASPIRES IS NOT RESPONSIBLE OR LIABLE FOR:

- Provider service outages, downtime, or performance degradation
- Data loss, corruption, or security breaches at provider facilities
- Provider violations of their terms, SLAs, or commitments
- Provider billing errors, disputes, or pricing changes
- Provider compliance failures or regulatory violations
- Quality, accuracy, or completeness of provider services

10.4 Market Intelligence Disclaimer

Market Intelligence data is provided for informational purposes only. We do not guarantee:

- Accuracy, completeness, or currency of provider information
- Correctness of pricing data or capacity availability
- Suitability of any provider for your specific needs
- That all providers in Africa are included in our database

You must independently verify all information before making purchasing decisions.

10.5 No Endorsement

Listing on the DataSpires Marketplace or inclusion in Market Intelligence does not constitute an endorsement, recommendation, or guarantee of any Compute Provider.

12. LIMITATION OF LIABILITY

11.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DATASPIRES BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, REVENUE, DATA, OR USE
- BUSINESS INTERRUPTION
- COST OF SUBSTITUTE SERVICES
- ANY DAMAGES ARISING FROM OR RELATED TO COMPUTE PROVIDER SERVICES

This limitation applies regardless of the theory of liability (contract, tort, negligence, strict liability, or otherwise) and even if we have been advised of the possibility of such damages.

11.2 Provider-Related Liability Exclusion

DATASPIRES SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR COSTS ARISING FROM OR RELATED TO:

- Compute Provider service failures, outages, or performance issues
- Data loss, corruption, or security breaches at provider facilities
- Provider billing disputes, pricing changes, or payment issues
- Provider violations of their terms, SLAs, or commitments
- Provider non-compliance with laws or regulations
- Provider data processing or privacy practices
- Quality, suitability, or fitness of provider infrastructure

- Unavailability of providers or compute resources
- Disputes between you and Compute Providers

11.3 Liability Cap

OUR TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF:

- THE PLATFORM FEES (EXCLUDING COMPUTE CREDIT PURCHASES) PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM
- ONE HUNDRED DOLLARS (\$100)

Important Clarification:

- This limitation applies to DataSpires platform fees only
- This limitation does NOT include amounts paid to or for Compute Providers
- Compute credits purchased are not included in the liability calculation
- For disputes with Compute Providers, provider liability limits apply

11.4 Exceptions

Some jurisdictions do not allow limitation of implied warranties or liability for incidental or consequential damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

11.5 Essential Basis

You acknowledge that:

- The limitations in this section are an essential element of these Terms
- We would not provide the Service without these limitations
- DataSpires operates as a marketplace facilitator, not an infrastructure provider
- The pricing reflects our limited role and liability

13. INDEMNIFICATION

12.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of any laws or regulations
- Your Customer Data or content

- Your violation of any third-party rights
- Your negligence or willful misconduct

12.2 Defense

We reserve the right to assume exclusive defense and control of any matter subject to indemnification. You will cooperate with our defense and settlement of such claims.

14. TERM AND TERMINATION

13.1 Term

These Terms commence when you first access the Service and continue until terminated as provided herein.

13.2 Termination by You

You may terminate these Terms at any time by:

- Canceling your subscription through account settings
- Ceasing all use of the Service
- Requesting account deletion

13.3 Termination by Us

We may suspend or terminate your access immediately if:

- You breach these Terms
- Your account poses a security risk
- You engage in fraudulent or illegal activity
- Your account is inactive for an extended period
- Required by law or government request

We may terminate for convenience with 30 days' notice.

13.4 Effect of Termination

Upon termination:

- Your license to use the Service immediately ceases
- You must cease all use of the Service
- Outstanding fees remain due and payable
- We may delete your Customer Data after 30 days
- Provisions that by their nature should survive will survive

13.5 Survival

The following sections survive termination: Intellectual Property Rights, Confidentiality, Warranty Disclaimers, Limitation of Liability, Indemnification, and Dispute Resolution.

15. MODIFICATIONS TO SERVICE AND TERMS

14.1 Service Modifications

We reserve the right to:

- Modify, update, or discontinue any aspect of the Service
- Add or remove features
- Change technical requirements
- Perform scheduled or emergency maintenance

We will provide reasonable notice of material changes that negatively impact your use.

14.2 Terms Modifications

We may modify these Terms by:

- Posting updated Terms on our website
- Notifying you via email or through the Service
- Updating the "Last Updated" date

Your continued use after modifications constitutes acceptance. If you do not agree, you must stop using the Service.

16. DISPUTE RESOLUTION

15.1 Informal Resolution

Before initiating formal proceedings, you agree to contact us to attempt informal resolution at info@dataspire.com. We will attempt to resolve disputes within 30 days.

15.2 Binding Arbitration

Any dispute arising out of or relating to these Terms or the Service shall be resolved by binding arbitration administered by [SPECIFY ARBITRATION PROVIDER - consider: ICC International Court of Arbitration, LCIA (London Court of International Arbitration), or regional African arbitration centers] under its rules, except:

- Claims in small claims court
- Injunctive or equitable relief for intellectual property infringement
- Claims that may not be arbitrated under applicable law

Note: Given DataSpires' pan-African operations, consider specifying an internationally recognized arbitration body or African regional arbitration center (e.g., Kigali International Arbitration Centre, Lagos Court of Arbitration, AFSA - Arbitration Foundation of Southern Africa).

15.3 Arbitration Rules

Arbitration will be conducted:

- By a single arbitrator (or three arbitrators for disputes exceeding a specified threshold)
- In [SPECIFY: City and Country - consider a neutral, accessible location]
- Under the rules of [ARBITRATION PROVIDER]
- In English language
- With each party bearing its own costs and fees (unless arbitrator awards fees to prevailing party)
- With discovery as determined by the arbitrator
- With a written decision stating findings and conclusions

15.4 Class Action Waiver

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

15.5 Jury Trial Waiver

YOU AND THE COMPANY WAIVE ANY RIGHT TO A JURY TRIAL.

15.6 One-Year Limitation

Any claim must be filed within one year after the claim arose or be forever barred.

17. EXPORT CONTROLS

You agree to comply with all applicable export and import laws, including:

- U.S. Export Administration Regulations
- International Traffic in Arms Regulations
- Economic sanctions programs

You represent that you are not:

- Located in an embargoed country
- Listed on any government restricted parties list
- Prohibited from receiving exports under applicable laws

18. GOVERNMENT USERS

If you are a U.S. Government entity, the Service is "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212. Government users acquire the Service with only those rights set forth in these Terms.

19. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including:

- Acts of God, war, terrorism, or civil unrest
- Government actions or regulations
- Pandemic or epidemic
- Internet or telecommunications failures
- Fires, floods, or other natural disasters

20. GENERAL PROVISIONS

19.1 Entire Agreement

These Terms, together with the Privacy Policy and any other agreements incorporated by reference, constitute the entire agreement between you and the Company and supersede all prior agreements.

19.2 Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign these Terms without restriction. Any attempted assignment in violation of this provision is void.

19.3 Severability

If any provision of these Terms is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force.

19.4 Waiver

No waiver of any provision shall constitute a waiver of any other provision or subsequent waiver of the same provision. Our failure to enforce any right or provision does not constitute a waiver.

19.5 Governing Law

These Terms shall be governed by and construed in accordance with the laws of [SPECIFY: Your jurisdiction - likely South Africa or country of incorporation], without regard to its conflict of law provisions.

Note: Given DataSpire's focus on African infrastructure and your operations across the continent, you should consult with legal counsel to determine the most appropriate governing law jurisdiction.

19.6 Jurisdiction and Venue

Subject to the arbitration provisions, any legal action must be brought exclusively in the courts of [SPECIFY: City/Country of incorporation], and you consent to personal jurisdiction in such courts.

Note: This should align with your company's place of incorporation and operations.

19.7 Relationship

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and the Company.

19.8 Notices

Notices to you may be sent to the email address associated with your account. Notices to us must be sent to:

DataSpires [SPECIFY: Physical business address] Email: info@dataspire.com

Notices are effective upon receipt.

19.9 Language

These Terms are drafted in English. Any translation is provided for convenience only. In case of conflict, the English version controls.

19.10 No Third-Party Beneficiaries

These Terms do not confer any third-party beneficiary rights.

19.11 Headings

Section headings are for convenience only and do not affect interpretation.

21. CONTACT INFORMATION

For questions about these Terms, please contact us at:

Email: info@dataspire.com **Website:** www.dataspire.com **LinkedIn:**

<https://www.linkedin.com/company/dataspire/>

For marketplace support, billing inquiries, or technical assistance with the platform, please use the contact information above.

For issues related to Compute Resources or provider services, please contact the relevant Compute Provider directly.

ACKNOWLEDGMENT

BY CREATING AN ACCOUNT, ACCESSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

YOU FURTHER ACKNOWLEDGE THAT:

- DATASPIRES IS A MARKETPLACE PLATFORM CONNECTING YOU WITH THIRD-PARTY COMPUTE PROVIDERS
- YOU WILL HAVE SEPARATE CONTRACTUAL RELATIONSHIPS WITH COMPUTE PROVIDERS
- DATASPIRES DOES NOT PROVIDE COMPUTE INFRASTRUCTURE AND IS NOT RESPONSIBLE FOR PROVIDER SERVICES
- YOU ARE RESPONSIBLE FOR EVALUATING AND SELECTING APPROPRIATE PROVIDERS FOR YOUR NEEDS

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

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