SinapCore

CLOUD SERVICES & DEV

SinapCore LLC
Wyoming, United States
Document Code: **GTS-2026-01** (Master Agreement)
Legal Inquiries: soporte@sinapcore.com

GENERAL TERMS OF SERVICE & DMCA POLICY

Official Master English Version (Effective Date: October 1, 2026)

Master Legal Framework - SinapCore LLC (Wyoming, United States):
This Master Services Agreement governs all cloud infrastructure, virtualized compute, web hosting, and software solutions provided by SinapCore LLC. It establishes mutual rights and obligations, Acceptable Use Policy (AUP), DMCA Safe Harbor compliance (17 U.S.C. § 512), repeat infringer termination protocols, disclaimers of warranties under UCC § 2-316, limitation of liability, controlling language, and governing law of the State of Wyoming.

1. PARTIES AND BINDING AGREEMENT

This Master Services Agreement (the "Agreement") is entered into by and between **SinapCore LLC**, a limited liability company duly organized and existing under the laws of the State of Wyoming, United States of America (hereinafter referred to as "SinapCore", "Company", "we", "us", or "Provider"), and any natural person, legal corporation, or business entity that orders, purchases, registers for, or accesses our infrastructure, hosting, or software services (hereinafter referred to as "Customer", "you", or "User"). By completing an order, remitting payment, or using the services, Customer represents and warrants that it possesses full legal capacity and binding corporate authority to enter into this Agreement.

2. CONTROLLING LANGUAGE CLAUSE

This Agreement is negotiated, drafted, executed, and legally governed in the **English language**, which shall be the controlling and prevailing language in all respects. Any translation of this Agreement into Spanish or any other language is provided solely for commercial convenience and courtesy. In the event of any conflict, discrepancy, ambiguity, or divergence between any translated version and this official English Master Agreement, **the English language version shall govern, control, and supersede in all respects** before any court of law, arbitration tribunal, or regulatory agency.

3. ACCEPTABLE USE POLICY (AUP) AND PROHIBITED CONDUCT

Customer agrees that SinapCore infrastructure and network services shall be utilized exclusively for lawful purposes. The following activities are strictly prohibited and constitute a material breach resulting in immediate suspension or termination without prior notice or refund:

- **Unsolicited Commercial Bulk Email (SPAM):** Transmitting, distributing, or facilitating unsolicited commercial email in direct violation of the federal CAN-SPAM Act (15 U.S.C. § 7701 et seq.) or international anti-spam standards.
- **Malicious Code and Cyberattacks:** Storing, transmitting, distributing, or hosting malware, trojans, ransomware, rootkits, phishing kits, botnets, command-and-control servers, port scanners, IP spoofing mechanisms, or denial-of-service (DoS/DDoS) attack tools.
- **Resource Monopolization & Cryptomining:** Engaging in unauthorized cryptocurrency mining or artificial hardware loading that degrades or threatens shared hypervisor or network stability.
- **Child Sexual Abuse Material (CSAM):** Storing, transmitting, or publishing child sexual exploitation material under 18 U.S.C. § 2258A. Any such violation results in immediate permanent termination and mandatory reporting to the

National Center for Missing & Exploited Children (NCMEC) and federal law enforcement.

- **Unauthorized Relays and Infringement:** Operating open proxies, public Tor exit nodes, unlicensed VPN relays, torrent trackers, or unauthorized distribution of copyrighted or trademarked materials.

4. DMCA SAFE HARBOR COMPLIANCE (17 U.S.C. § 512)

In full compliance with Title 17 of the United States Code, Section 512 (*Digital Millennium Copyright Act*), SinapCore operates as a protected service provider under statutory Safe Harbor provisions:

- **Designated Copyright Agent:** Notices of claimed copyright infringement must be submitted directly to SinapCore's Designated Copyright Agent via email at: `soporte@sinapcore.com` (Subject Line: "*DMCA Copyright Infringement Notice*").
- **Statutory Notice Requirements (17 U.S.C. § 512(c)(3)):** Valid notices must include: (i) physical or electronic signature of the copyright owner; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the infringing material and specific URL or IP address location; (iv) contact information of the complaining party; (v) a statement of good faith belief that the use is unauthorized; and (vi) a statement under penalty of perjury that the information in the notification is accurate.
- **Counter-Notification Procedure (17 U.S.C. § 512(g)(3)):** If Customer believes that removed or disabled content was taken down as a result of mistake or misidentification, Customer may submit a formal counter-notification under penalty of perjury consenting to the jurisdiction of the United States Federal District Court. Upon receipt of a valid counter-notification, SinapCore will restore the material within ten (10) to fourteen (14) business days, unless the copyright owner files a court action seeking a restraining order.
- **Repeat Infringer Policy (17 U.S.C. § 512(i)(1)(A)):** Pursuant to federal statutory requirements and judicial precedent (*BMG Rights Management (US) LLC v. Cox Communications, Inc.*), SinapCore maintains and enforces a strict policy terminating accounts of subscribers who are repeat copyright infringers (defined as two or more substantiated, uncountered infringement notices within a rolling 12-month period), without entitlement to service credits or refunds.

5. FEES, BILLING CYCLES AND SUSPENSION

All services are rendered on a prepaid subscription basis. Payment is due in advance of the applicable billing cycle. If payment is not successfully processed within three (3) calendar days following invoice issuance, SinapCore reserves the right to automatically suspend access to services. If payment remains outstanding for fifteen (15) calendar days, SinapCore reserves the right to permanently terminate the service and securely delete all associated customer data without liability.

6. DISCLAIMER OF WARRANTIES (UCC § 2-316)

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SINAPCORE LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT. SINAPCORE DOES NOT WARRANT THAT THE SERVICES WILL BE COMPLETELY ERROR-FREE, UNINTERRUPTED, OR FREE FROM HARMFUL VULNERABILITIES.

7. LIMITATION OF LIABILITY (UCC § 2-719 & WYOMING LAW)

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SINAPCORE LLC, ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR REPUTATIONAL HARM, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SINAPCORE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO SINAPCORE DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY.

8. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless SinapCore LLC, its affiliates, members, officers, and employees from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or reasonable legal fees arising out of or relating to: (a) Customer's violation of this Agreement or Acceptable Use Policy; (b) any content, applications, or data hosted or transmitted by Customer; or (c) Customer's infringement of any third-party intellectual property or privacy rights.

9. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This Agreement and all claims arising out of or relating hereto shall be governed by and construed in accordance with the internal substantive laws of the **State of Wyoming, United States of America**, without giving effect to any choice or conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts located in the State of Wyoming, and each party irrevocably submits to the personal jurisdiction of such courts. Customer agrees that contracts formed electronically comply with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.).