

# Terms of Service

Version: v9.2 | Effective date: April 5, 2026

## TERMS OF SERVICE

dnoise.online · Version 9.2 · Effective: April 5, 2026

URL: <https://dnoise.online/terms> · PDF: <https://dnoise.online/terms.pdf>

Business-only terms for using Dnoise analytics services. By registering or making a payment you confirm you have read and agree to these Terms.

### 1. Company Information

Dnoise is operated by a private entity registered in Ukraine. The operator does not disclose personal identifying information.

The brand name is Dnoise. The service is accessible at <https://dnoise.online>. All authoritative contact addresses are listed in the footer.

References to "the Company," "we," "us," or "our" in these Terms mean the operator of Dnoise as defined in Section 1.

### 2. Definitions

The following defined terms apply throughout these Terms and all incorporated documents:

- "Company" means the private entity operating Dnoise, registered in Ukraine.
- "User" or "you" means any individual or legal entity that registers an account, accesses, or uses the Service.
- "Service" means the Dnoise analytics platform at <https://dnoise.online>, including all Reports, dashboards, and integrations.
- "Stripe Account" means any Stripe payment processor account connected by the User.
- "Restricted Key" means a Stripe restricted API key with read-only permissions created and managed by the User.
- "Billing Data" means charges, invoices, subscriptions, refunds, disputes, payouts, and related Stripe objects.
- "Report" means any analytics output, metric, chart, visualization, or export generated by the Service.
- "Subscription" means a paid access plan or paid service period as published at <https://dnoise.online/pricing>.
- "Material Breach" means a violation sufficiently serious to justify immediate termination without refund, as defined in Section 4.2.
- "Effective Date" means the date the User accepts these Terms by registering or making a payment.
- "Confidential Information" means any non-public technical, business, or financial information disclosed by or for the Company.
- "Third-Party Services" means external platforms, APIs, or services used by the Company to provide the Service.
- "Output" means any data, metric, number, percentage, forecast, or recommendation produced by or derived from the Service.

### 3. Acceptance and Entire Agreement

By registering an account, accessing the Service, or making a payment, the User unconditionally accepts these Terms.

These Terms incorporate by reference the following documents, all available at <https://dnoise.online/legal>:

- Privacy Policy
- Refund & Cancellation Policy
- Data Processing Agreement (DPA)
- Security Policy
- Acceptable Use Policy (AUP)
- Service Disclaimer

Together, these documents constitute the entire agreement between the parties and supersede all prior negotiations.

No employee, agent, or representative of the Company has authority to modify these Terms orally or through informal arrangements.

■■ Binding agreement: Use of the Service constitutes legal acceptance of these Terms regardless of whether the User is a minor.

### 4. Eligibility and B2B Status

#### 4.1 Business Use Only

The Service is exclusively for business use (B2B). By registering, the User represents, warrants, and covenants that:

- are a professional, entrepreneur, sole trader, freelancer, or legal entity acting in a commercial capacity;
- are at least 18 years of age or the age of legal majority in their jurisdiction, whichever is higher;
- have the legal authority to bind the business entity on whose behalf they are registering;
- possess sufficient financial and technical expertise to evaluate and use analytics outputs responsibly;
- are accessing the Service exclusively for business purposes and not as a private consumer.

■■ No consumer protections: This Service is not provided to consumers. Consumer protection laws, statutory conditions, and warranties do not apply.

#### 4.2 Misrepresentation of Status

The User assumes full, exclusive, and unlimited legal and financial liability for any misrepresentation of the above.

#### 4.3 Language and Access Warranty

The User warrants that they:

- have sufficient English proficiency to understand these Terms and all incorporated policies in full;
- have reviewed these Terms before accepting, on a device adequate for reading legal documents;
- have had the opportunity to seek independent legal advice before accepting;
- acknowledge that the English version of these Terms is the sole legally prevailing version, and any translations are secondary.

### 5. Account Security and Responsibility

#### 5.1 Account Credentials

The User is solely and exclusively responsible for: maintaining the confidentiality of their account credentials.

The Company shall have no liability for any loss, damage, or unauthorized activity resulting from the User's failure to do so.

#### 5.2 Unauthorized Access

The User must notify the Company immediately at [admin@dnoise.online](mailto:admin@dnoise.online) upon becoming aware of any unauthorized access.

#### 5.3 Multiple Users

Where the User's Subscription permits multiple team members or users, the User (as account owner) is fully liable for their actions.

### 6. Geographic Restrictions

#### 6.1 Restricted Territories

The Service is not available to persons or entities located in, resident of, incorporated in, or ordinarily conducting business in:

- European Union
- Russia
- Belarus
- Iran
- North Korea
- Cuba
- Syria
- Venezuela

- Myanmar (Burma)
- Sudan
- Zimbabwe

The Service is also unavailable to any person or entity: (a) subject to OFAC, UN, EU, or Ukrainian government  
 ■ Russia and Belarus: permanent restriction. Regardless of any future changes to international sanctions regin

## 6.2 User Warranty of Eligibility

By accessing the Service, the User represents and warrants that they are not located in, resident of, incorpor

## 6.3 VPN and Circumvention

Accessing the Service from a restricted territory using a VPN, proxy, Tor, or any other circumvention technolo

## 6.4 Territory List Changes

The Company may add territories to the restricted list at any time. If a User's territory is added during an a

## 7. Stripe Integration

### 7.1 Read-Only Access

The Service connects to Stripe via a Restricted Key created and controlled by the User. The Company does not u

### 7.2 User Warranties Regarding Connected Accounts

By connecting a Stripe Account, the User represents and warrants that:

- they are the legal owner or duly authorized administrator of the Stripe Account;
  - they have the right and authority to grant the Company read access to the Stripe Account;
  - connecting the Stripe Account does not violate any agreement with Stripe or any third party;
  - the Stripe Account is used exclusively for lawful commercial activity;
  - the Stripe Account does not process transactions involving illegal goods or services, sanctioned parties, mo
- The User assumes sole and exclusive liability for all consequences arising from false representations in this

### 7.3 Stripe as Third-Party Service

Stripe is a Third-Party Service. The Company has no control over Stripe's availability, data accuracy, API beh

## 8. Subscriptions and Billing

### 8.1 Plan Selection and Data Requirements

Subscription plans are published at <https://dnoise.online/pricing>. The User acknowledges that higher-tier plan

### 8.2 Current Billing Model

The currently live public checkout for Source Core uses one-time cryptocurrency payment requests created for a

No automatic recurring crypto charges are currently initiated by the Company through the live public NOWPayer

### 8.3 Price Changes

The Company may change Subscription prices at any time by providing at least 30 days' prior written notice by

### 8.4 Upgrades, Downgrades, and Plan Changes

Where the Company makes upgrades, downgrades, or plan changes available, the Company may apply them immediat

### 8.5 Failed or Incomplete Payments

If a one-time cryptocurrency payment request is not paid in full and confirmed for that request, access is not

### 8.6 Immediate Access and Final Sale

Service access is granted immediately upon full payment confirmation. By making a payment, the User explicitly

### 8.7 Payment Integrity Rules

All invoices, checkout requests, and payment requests issued by the Company must be paid in full in one transa

The Company applies a strict full-payment-only policy. A payment request is valid for service activation only

The Company is under no obligation to reconcile, aggregate, combine, track, or manually apply multiple transfe

## 9. Cryptocurrency Payments

### 9.1 Accepted Cryptocurrencies

The Company currently accepts the cryptocurrencies and networks shown in the live checkout or otherwise shown

### 9.2 Irreversibility and User Responsibility

The User expressly acknowledges and accepts all of the following:

- Blockchain transactions are irreversible once confirmed. The Company cannot reverse, cancel, or retrieve any
- The User bears sole and exclusive responsibility for verifying the wallet address, blockchain network, token
- Sending funds to an incorrect wallet address, on an incorrect network, or in an incorrect amount constitutes
- Network fees (gas fees, transaction fees) are entirely the User's responsibility and are not included in or
- Payment is considered received only upon on-chain confirmation of the full required amount. Partial payments
- Cryptocurrency exchange rate fluctuations between the time of payment initiation and confirmation are entire
- The Company is not a money services business, cryptocurrency exchange, or financial institution. No regulato
- No recourse for incorrect transactions. Sending cryptocurrency to a wrong address or wrong network is perman

### 9.3 Partial Payments and Overpayments

Partial cryptocurrency payments are rejected by policy and do not activate any Subscription, workspace, featur

The Company is not obligated to monitor, calculate, allocate, or manually reconcile multiple incoming transfer

Overpayments, if any, may be credited toward a future billing cycle only at the Company's sole discretion. Cas

### 9.4 AML and Sanctions Compliance

By making a cryptocurrency payment, the User warrants that: (a) the funds originate from legitimate sources; (

## 10. Refunds and Cancellation

The Company's refund policy is governed by the Refund & Cancellation Policy incorporated herein. The following

No refunds are available for: partial use of a subscription period; dissatisfaction with Report outputs or met

Because the current live public crypto checkout is one-time and non-recurring, the User can simply choose not

The User's sole remedy for any dissatisfaction with the Service is to stop purchasing future paid periods or f

## 11. Payment Integrity and Fraud Prevention

The following actions each independently constitute a Material Breach and may result in immediate account term

- Initiating a chargeback or payment dispute without first contacting [admin@dnoise.online](mailto:admin@dnoise.online) and allowing 2 busin
- Using a stolen, unauthorized, fraudulently obtained, or third-party payment method;
- Providing false, inaccurate, or misleading business information at any point;
- Creating multiple accounts to circumvent Subscription limits, exploit the Demo mode, or re-access the Servic
- Sharing account credentials or access with persons outside the scope of the User's Subscription;
- Accessing the Service after the paid period expires;
- Claiming non-delivery of cryptocurrency payment after on-chain confirmation;
- Attempting to reverse, contest, or cancel a confirmed cryptocurrency transaction through any channel;
- Using payment methods, wallets, or transaction routing in a manner designed to frustrate legitimate payment

The Company reserves the right to implement technical fraud detection measures including device fingerprinting.

## 12. Chargebacks

The User agrees to contact [admin@noise.online](mailto:admin@noise.online) and allow 2 business days for resolution before initiating any

The Company will contest all chargebacks by submitting to the payment processor: timestamped consent records.

Chargebacks are not available for cryptocurrency payments. Cryptocurrency transactions are final upon on-chain.

A successful chargeback obtained by fraudulent misrepresentation constitutes unjust enrichment and the Company

## 13. Disclaimer of Warranties

AS-IS: THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" WITHOUT ANY WAR

THE COMPANY DOES NOT WARRANT THAT: (A) THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF DEFECTS; (B)

THE COMPANY MAKES NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE SERVICE FOR TAX, ACCOUNTING, LEGAL, INVI

Reports are operational analytics outputs only. They are not financial statements, accounting records, tax doc

The Company is not a financial advisor, investment advisor, tax advisor, or regulated financial services provi

Any financial, business, operational, or investment decision made by the User based on any Output – including

The User is solely responsible for independently verifying any Output before relying on it for any material bu

The Company does not guarantee any specific uptime, availability, or response time SLA. The Company will make

The Company does not guarantee that Billing Data obtained from Stripe is accurate, complete, or current. Strip

## 14. Limitation of Liability

AS-IS: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTO

To the maximum extent permitted by mandatory applicable law, the Company's total aggregate liability for all o

The User expressly acknowledges that the Service is an analytics information tool only, that all Outputs are o

The User further acknowledges that: (a) the subscription fees paid reflect the limited, informational nature o

To the extent any jurisdiction's mandatory law requires a minimum recoverable amount, any such recovery shall

## 15. Indemnification

The User agrees to defend, indemnify, and hold harmless the Company and its officers, directors, employees, co

- the User's use of or access to the Service;

- the User's violation of any provision of these Terms or any incorporated document;

- the User's violation of any applicable law, regulation, or third-party right;

- the User's Billing Data, Stripe Account activity, or connected account content;

- any false representation made by the User, including false B2B status;

- any claim by a third party arising from the User's use of the Service or business decisions based on Outputs;

- the User's failure to secure account credentials resulting in unauthorized access;

- cryptocurrency payments made in violation of AML, sanctions, or other applicable law;

- the User's business operations, products, or services.

The Company reserves the right to assume exclusive control and direction of any matter subject to indemnificat

This indemnification obligation survives termination of these Terms.

## 16. Data Use and Privacy

The Company processes Billing Data solely to provide the Service as described in the Privacy Policy at <https://>

The User retains ownership of their Billing Data at all times. By using the Service, the User grants the Comp

The Company may use aggregated and anonymized statistical data derived from usage patterns to improve the Serv

Detailed data processing, retention schedules, User rights, and deletion procedures are governed by the Privac

## 17. Acceptable Use

Detailed prohibited uses are set out in the Acceptable Use Policy (AUP) incorporated herein. The following is

- Using the Service to process, analyze, or report on Stripe Accounts associated with illegal activity;

- Attempting to access, modify, or interfere with other users' accounts or data;

- Introducing malware, viruses, or malicious code into the Service;

- Using automated bots, scrapers, or crawlers to extract data beyond normal usage;

- Attempting to reverse engineer, decompile, or extract proprietary algorithms;

- Using the Service to build a competing product;

- Circumventing or attempting to circumvent any security, access control, or geographic restriction;

- Misrepresenting the source or accuracy of Outputs to third parties;

- Using Outputs as the sole basis for regulated financial, legal, or investment decisions without independent

- Sublicensing, reselling, or commercializing access to the Service without prior written consent.

Violation of any prohibition in this Section or the AUP constitutes a Material Breach. The Company's determin

## 18. API Access

API access, where provided, is subject to rate limits, fair use policies, and documentation published at <https://>

API access is tied to the User's Subscription and may not be shared, sublicensed, or transferred to third part

## 19. Intellectual Property

All intellectual property in the Service – including but not limited to the platform software, analytical meth

The User receives a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access a

The User must not: copy, reproduce, modify, adapt, or create derivative works of the Service; remove or obscur

The User retains all intellectual property rights in their own Billing Data. The User grants the Company a lin

## 20. Confidentiality

Each party agrees to keep the other's Confidential Information confidential using at least the same degree of

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no

The User acknowledges that all Outputs, exports, and data copies made from the Service become the User's sole

## 21. Modification of Service

The Company reserves the right to modify, add, suspend, or discontinue any feature, Report, metric, formula, n

The User's sole remedy for a modification that materially reduces core functionality is to cancel the Subscrip

The Company may perform maintenance at any time. Scheduled maintenance will be announced where operationally p

## 22. Suspension and Termination

### 22.1 Suspension

The Company may suspend account access immediately and without notice for: payment failure; suspected Material

### 22.2 Termination for Cause

The Company may terminate any account immediately and without notice upon: confirmed Material Breach; fraudul

### 22.3 Termination by User

The User may cancel their Subscription or choose not to continue into a new paid period at any time through a

#### 22.4 Effects of Termination

Upon termination: (a) all licenses granted to the User terminate immediately; (b) the User must cease all use

#### 23. Third-Party Services

The Service relies on Third-Party Services including Stripe, blockchain networks, and cloud infrastructure pro

- Third-Party Services are outside the Company's control and the Company is not responsible for their availabi
- Changes to Third-Party Service APIs, terms, or policies may affect the Service without warning, and the Comp
- The Company is not an agent, representative, or affiliate of any Third-Party Service;
- The User's use of Third-Party Services connected to Dnoise (including Stripe) is governed by the respective
- Data discrepancies arising from Third-Party Service failures, API limitations, or data format changes are no

Any links to or integration with Third-Party Services are provided for convenience only. The Company makes no

#### 24. Tax Withholding

All Subscription fees are stated exclusive of taxes. The User is solely responsible for determining, reporting

If the User's jurisdiction requires tax withholding on payments to the Company and the User fails to gross up

The Company does not provide tax advice. Users should consult qualified tax professionals regarding the tax tr

#### 25. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations caused by circumstances

During a Force Majeure event, the affected obligations are suspended for the event's duration. If the event pe

#### 26. Assignment

The User may not assign, transfer, delegate, or sublicense any rights or obligations under these Terms without

The Company may freely assign these Terms, in whole or in part, including in connection with a merger, acquisi

#### 27. Governing Law and Disputes

##### 27.1 Governing Law

These Terms and all matters arising from or related to them are governed by and construed exclusively in accor

##### 27.2 Dispute Resolution – Good Faith Negotiation

Before initiating any formal legal proceeding, the parties agree to attempt resolution through good faith nego

##### 27.3 Jurisdiction

If negotiation fails, disputes shall be submitted to the exclusive jurisdiction of the courts of Ukraine. The

##### 27.4 Limitation Period

Any claim must be brought within one (1) year of the date the cause of action accrued, to the fullest extent p

##### 27.5 No Class Actions

The User agrees to bring claims against the Company only in their individual capacity and not as a plaintiff o

#### 28. Severability and Waiver

If any provision of these Terms is found invalid, illegal, or unenforceable by a court of competent jurisdic

No failure or delay by the Company in exercising any right under these Terms constitutes a waiver of that righ

#### 29. Changes to Terms

The Company reserves the right to update these Terms at any time. The version number and effective date at the

Material changes – changes that alter User rights, introduce new obligations, or materially affect the User's

Non-material changes – including typographical corrections, clarifications that do not alter obligations, URL

If the User objects to any change, their sole remedy is to cancel the Subscription before the change takes eff

Email notice is deemed delivered 24 hours after sending to the User's registered email address, regardless of

#### 30. Contact

Use the appropriate contact for each type of inquiry. Routing inquiries to the correct address ensures the fas

General support\tdadmin@dnoise.online

Privacy & data requests\tdadmin@dnoise.online

Security disclosures\tdadmin@dnoise.online

Legal questions\tdadmin@dnoise.online