

Terms of Service Agreement for Root Name Service

1. Root Name Service (RNS, We or Us) is a Digital Identity Registration Service that allows users to identify their wallet address with a human readable name. The registration process entails the registering and at times, the minting of a new blockchain-based digital asset (RNS NFTs).
2. When you register and mint a RNS NFT or re-register a RNS NFT, from Us at www.rootnameservice.com or any other Website we own (our Website/s) or a partner Website or acquire a RNS NFT from anyone on the secondary market such as MARK (or any other platform authorized by Us) or access RNS NFTs from our Website, you agree to be bound by the following terms of Service.
3. Payments for our services must be made in the specified cryptocurrency or digital currency as stated on our Website. Exchange rates, transaction fees, and network fees are subject to market conditions and are generally payable by the customer.
4. Registrations and services for RNS identities on the blockchain depend on the specific rules and availability of the respective blockchain network. We do not guarantee the permanence or irrevocability of registrations as they are contingent on the continuous operation and accessibility of the blockchain on which they are stored.
5. Users must monitor and renew their RNS digital identity according to the blockchain network's protocols. We are not responsible for losses due to lapses in registration. If a RNS digital identity lapses then they may become immediately available to register by other parties. Renewal of these digital identities is at the sole responsibility of the digital identity holder at the time.
6. Data recorded on the blockchain is public and immutable. Users consent to the public recording of their registration data on the blockchain. Refer to our Privacy Policy for further details.
7. Users are responsible for ensuring their use of our services complies with all applicable laws, including those related to digital assets and blockchain technology.
8. You may sell your RNS NFT to a third party, provided you: a) use a marketplace or other platform that cryptographically verifies that you are the actual holder of the applicable NFT; and b) ensure the transfer complies with (i) any applicable terms of the marketplace or other platform on which such sale or other transfer takes place and (ii) any applicable laws, regulations, regulatory guidance, and rules. Responsibility for the renewal of all RNS's transfers to the new holder at point of sale. As sales are via a third party, RNS holds no responsibility for the transfer success or renewal arrangements.

9. Once you have sold your RNS NFT to a third party, or if you let your RNS NFT expire, you may no longer exercise any of the rights granted to you under these Terms. This means that whilst you will not need to recall any products nor remove or destroy any online contents comprising the RNS NFT, you will immediately cease and permanently desist from further copying, promoting, distributing or otherwise dealing in the RNS NFT including representing as the RNS digital identity.
10. You will comply with any marketing guidelines or policy We may issue and/or update and provide to you or post on our Website from time to time.
11. You are solely responsible for the safety and management of your private wallets and validating all transactions and contracts generated by our Website before approval. Furthermore, as the RNS smart contracts run on blockchain networks and are therefore bound by its immutability, there is no ability to undo, reverse, or restore any transactions, i.e. we are unable to offer refunds on any transactions.
12. You indemnify and hold Us and our employees, and contractors, harmless from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable lawyers' fees) arising from your breach or alleged breach of these Terms.
13. We make RNS NFTs and RNS available "as is", "where is". to the extent permissible by law, except as expressly stated in these terms, we do not make any representations or warranties of any kind and explicitly disclaims all other representations and warranties of any kind, whether express, implied, written, oral or statutory, including any implied warranties as to availability, merchantability and fitness for a particular purpose.
14. You will not hold Us responsible for any damage or loss you may incur as a consequence of registering, buying, using or selling your RNS NFT or using RNS whether due to Internet connection issues, demand outstripping supply, or any other problems we cannot control. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to Website or smart contract bugs, and any loss of your RNS NFT due to Website or smart contract bugs.
15. We will not be liable for any indirect, incidental, consequential, or other non-direct damages of any kind or for any special, additional or similar damages.
16. Users are responsible for managing their digital keys and credentials necessary for accessing our blockchain-based services. Root Name Service is not liable for loss or damage resulting from misplaced, stolen, or compromised keys.
17. Our maximum aggregate liability for all damages caused, whether in contract, tort (including negligence) or otherwise in any given 12 months period is [AUD]\$100.

18. If you breach any provision of these Terms, we may immediately terminate your right to use the RNS NFT and any Modified Work some or all of the rights granted to you under these Terms without notice. In the event we terminate all of your rights under these Terms, you will remain the holder of your RNS NFT but you will no longer have any of the rights set out within this document.
19. We are fully committed to RNS and hope to continually develop it and grow the community.
20. A RNS NFT is not an investment; it's only an identity based digital asset, It may have no resale value in future.
21. You are entirely responsible for any tax liability which may arise from purchasing or reselling your RNS NFT.
22. RNS is for adults only. You must be 18 or, have reached the age of majority in your jurisdiction, if that age is greater than 18, to purchase an RNS NFT.
23. Accept through the legitimate sale or disposal of your RNS NFT, you may not assign or transfer any of your rights and obligations under these Terms.
24. These Terms constitute the entire agreement between you and Us and supersedes any prior or contemporaneous understandings, whether written or oral.
25. We reserve the right to modify these terms, especially as blockchain technology evolves. Continued use of our services after changes indicates acceptance of the new terms.
26. These Terms are governed by the laws of Australia. In case of a dispute with Us, whether it relates to these Terms, an RNS NFT or RNS in any way, legal proceedings must be brought exclusively before the Australian courts.
27. If any provision of these Terms or its application is or becomes invalid or unenforceable to any extent, the remainder of these Terms and its application will not be affected and remain enforceable.
28. No failure or delay by Us to exercise any right or remedy under this Agreement will be treated as a waiver of such right or remedy.
29. Any provision within these Terms that is inherently meant to remain in effect after termination, for any reason, of these Terms, shall continue to be valid following the termination of these Terms.
30. Should you have any questions or require any clarification regarding this Terms of Service Agreement please contact us at support@rootnameservice.com.