

TERMS OF USE NODESMITH SERVICE

IMPORTANT: READ CAREFULLY

This Terms of Use Agreement (the "Agreement") is a legal agreement between "you" and Nodesmith, Inc. ("Nodesmith," "we" or "us") for the Service (as defined below).

The Service is provided by Nodesmith for the purpose of providing simple and reliable access to decentralized networks. Nodesmith's hosted scalable blockchain node infrastructure makes it easy to access popular blockchain networks and will allow you to focus on building the features of your decentralized application. The Service may also provide information and links related to other Nodesmith products and services, and third party products and services.

Your use of the Service is subject to this Agreement as well as any other terms or rules that we may post on the Site and/or present as part of the Service. Any and all such additional terms and rules are incorporated into this Agreement by this reference. Please read this Agreement carefully as it affects your legal rights and obligations.

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NODESMITH IS UNWILLING TO LICENSE THE SERVICE TO YOU, NO LICENSE IS GRANTED AND YOU ARE NOT AUTHORIZED TO USE OR OTHERWISE ACCESS THE SERVICE.

1. Definitions

"API" means Nodesmith's proprietary application programming interface, including compiled software code, data, any documentation accompanying the software, and any updates or supplements of such software and documentation.

"API Key" means a unique identifier assigned to each Project that is used to associate API requests with a specific Project.

"Nodesmith Account" means an individual user account used for accessing the Service.

"Project" means an organizational unit representing one blockchain-based application.

"Service" means the Site, API, and the services, software and content that Nodesmith provides to you via the Site and API.

"Site" means <https://nodesmith.io>, all related subdomains, and other web sites and online properties Nodesmith operates on behalf of itself and/or in conjunction with third parties.

2. Privacy Policy

Nodesmith may process your personal information in connection with your use of the Services. Processing of personal information will be subject to the terms of the Nodesmith Privacy Policy (the "Privacy Policy"), which can be accessed at <https://dashboard.nodesmith.io/privacy>, and is incorporated herein by reference.

3. Software Delivery and Acceptance

Subject to your agreement to be bound by all terms and conditions of this Agreement, Nodesmith authorizes you to use and access the Service.

4. License Terms and Conditions

Subject to all terms and conditions of this Agreement, Nodesmith hereby grants you a nonexclusive, personal, non-transferable, non-assignable, limited license to use and access the Service in accordance with this Agreement and any and all agreements and documents executed by you or delivered by Nodesmith. The Service is licensed to you, not sold, and Nodesmith reserves the right to revoke such license at any time and disable your ability to use the Service for any reason or for no reason.

5. Proprietary Rights

The Service is protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. All rights in the Service not expressly licensed under this Agreement are reserved to Nodesmith. You shall not reproduce, retransmit, disseminate, sell, publish, broadcast, circulate, rent, lease, sublicense, assign, or otherwise transfer any portion of the Service except as expressly authorized in this Agreement.

6. Service Usage

6.1 Overview & Fees.

Joining the Service and maintaining a Nodesmith Account is free. Nodesmith may charge a fee for certain services, change the services it offers, or update its pricing at any time.

6.2 Description of Service; Disclaimer.

Nodesmith's Service provides simple and reliable access to decentralized networks through hosted blockchain node infrastructure and a straightforward API. Users of the Service can quickly and easily develop decentralized applications.

Nodesmith makes no representations or warranties regarding (a) the accuracy, processing, handling, or authenticity of any data processed or output by the Service; (b) non-infringement of any third party copyright or other intellectual property rights relating to any portion of the Service; or (c) the Service. Nodesmith does not endorse any users of the Service and assumes no liability for any user's conduct.

You hereby acknowledge that any use of the Service, including entering into transactions involving blockchain-based assets, is at your own risk.

Using the Service does not create an employer-employee, principal-agent, joint-venture, franchise, partnership or independent contractor relationship of any type between you and Nodesmith.

6.3 Compliance with Law.

Each user is responsible for ensuring their use of the Service is in accordance with all applicable laws and regulations.

7. User Content

Nodesmith may allow you to upload or post audio, video, images, text or other content through the Service ("**User Content**"). All feedback and other User Content you provide to Nodesmith, whether via the Service or otherwise, shall be deemed to be non-confidential. Nodesmith shall be free to use such information on an unrestricted basis.

7.1 Prohibited User Content. Nodesmith does not have the obligation to, and does not, pre-screen any User Content. However, Nodesmith reserves the right to remove or edit any User Content at any time and without notice to You.

7.2 Prohibited User Content. You expressly agree to indemnify Nodesmith for any claims or damages arising out of Your use, creation or posting of such prohibited User Content. When you use the Service, you agree not to upload, post, modify, distribute, email, transmit, or otherwise make available any user-submitted content that:

- (a) is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise injurious to third parties;
- (b) is protected by any patent, trademark, trade secret, copyright or other intellectual or proprietary right, unless you own such rights or have received all necessary consent;
- (c) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, or interfere with someone else's use of the Site;
- (d) falsely provides a review for a product or service that you have not purchased or used, or misrepresents your experiences relating to any products or services;
- (e) constitutes a charity request, petition for signatures, chain letter, letter or information relating to one or more pyramid schemes, advertising or solicitation for funds, political campaigning, mass mailing, any form of unsolicited commercial email or "spam," or an offering or dissemination of fraudulent goods, services, schemes or promotions;
- (f) is sent via unsolicited email, if such email could reasonably be expected to provoke complaints from its recipients;
- (g) is harmful, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information; and/or
- (h) violates any applicable local, state, national or international law.

8. Third Party Content

The Service may display, include, make available or link to content, data, information, applications, websites or materials from third parties (“**Third-Party Content**”). Nodesmith is not responsible for the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, efficiency, advertising, terms of use, privacy policy, practices, software code or any other aspect of the Third-Party Content. You are encouraged to read the terms of use and privacy policy of any third-party websites to which you connect when using the Service. Nodesmith disclaims all liability arising from or relating to the Third-Party Content.

Third-Party Content may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright and trademark laws. You may not use such proprietary content, information or materials in any way whatsoever except to use the Service for their intended purposes.

9. User Representations

By downloading, installing, creating a user account, or otherwise using any portion Service, you represent to Nodesmith that you are at least 18 years old.

10. Internet Access

Use of the Service requires an internet connection and may result in charges from your internet or cellular service provider. Nodesmith is not responsible for any such charges. Nodesmith is also not liable for any disruption, failure or malfunction of the Internet or other service providers or for any other situation or event that is out of Nodesmith's direct control. **NODESMITH IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF YOUR CELLULAR COMMUNICATION OR INTERNET SERVICE PROVIDERS, OR UNAVAILABILITY OR ERRORS ASSOCIATED WITH THEIR SYSTEMS OR SERVICES.**

11. Restrictions on Use

Unless and to the extent specifically provided otherwise in writing by Nodesmith, you may not:

- (a) separate any individual component of the Service for use;
- (b) incorporate any portion of the Service into other software or compile any portion of it in combination with other software;
- (c) sell, rent, lease, lend, loan, distribute, assign or sublicense the Service or otherwise transfer any rights to it in whole or in part;
- (d) modify, reverse engineer, decompile, remove any proprietary notices or disassemble the Service in whole or in part, or create any derivative works from or of the Service, or encourage, assist or authorize any other person to do any of these things; or
- (e) make copies of or distribute the Service or electronically transfer it or any portion of it from one computer to another or over a network.

We may discontinue some or all of the functionality of the Service at any time. We may also terminate your right to use the Service at any time, and in such event we may modify it to make it inoperable. You agree to abide by all laws and regulations in effect regarding your use of the App, including without limitation, all driving laws and laws relating to copyright-protected content. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

12. Trademark Use

No right to use any trademark or trade name of Nodesmith is granted to You hereunder other than the right to display the Nodesmith marks that are placed on the Service and messages rendered via the Service, in which case such marks may not be altered or removed by You without written approval by Nodesmith.

13. Updates

Nodesmith may from time to time, in its sole discretion, make updates, modifications, supplements or new versions of the Service or portions thereof available to You under this Agreement for the purpose of, among other things, distributing bug fixes, patches and feature improvements. Notwithstanding the foregoing, Nodesmith does not have any obligation to provide any bug fixes, modifications, updates, or technical or end user support for the Service.

14. Collection and Use of Data

You acknowledge that the Service automatically collects information, data and statistics relating to your use of the Service, and compiles such information, data and statistics. Nodesmith reserves the right to use such information, data and statistics in the course of Nodesmith's business, and you hereby agree to such

use. Unless specifically agreed in writing by Nodesmith, Nodesmith is not responsible for, and hereby disclaims all warranties relating to, the storage of any data for use with the Service.

Nodesmith has no duty to resist any effort by law enforcement officials to obtain information relating to You and your use of the Service. Nodesmith reserves the right to disclose any information necessary to satisfy any such law enforcement requests, warrants, subpoenas or court orders.

15. Login Credentials; API Key.

You shall not share Your user account information with others or allow third parties to use Your login credentials to the Service at any time or for any reason unless otherwise allowed in writing by Nodesmith. You warrant, and Nodesmith may assume and rely on the assumption, that any and all activity and use of the Service under Your user account or API Key(s) is done by You. You are solely responsible for maintaining the security of, for example, your username, password, API Key(s), and all other user account information, and You agree that Nodesmith will not be liable for any loss or damages resulting from use of your account by others.

16. Disclaimers; Limitations of Liability

NODESMITH DOES NOT PROMISE THAT THE SERVICE OR ANY FUNCTIONALITY THEREOF WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT YOUR USE OF THE SERVICE WILL PROVIDE SPECIFIC RESULTS. THE SERVICE IS PROVIDED BY NODESMITH “AS-IS” AND “AS-AVAILABLE” WITHOUT ANY OTHER WARRANTY OR REPRESENTATION OF ANY KIND. NODESMITH CANNOT ENSURE THAT THE SERVICE OR ANY FILES OR OTHER DATA YOU DOWNLOAD IN RELATION TO THE SERVICE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. YOUR USE OF THE SERVICE, AND THE RESULTS AND PERFORMANCE ACHIEVED USING THE SERVICE, IS AT YOUR OWN RISK. NODESMITH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE SERVICE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE APP OR THE SERVICE REMAINS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NODESMITH BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF NODESMITH, AND EVEN IF NODESMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, NODESMITH IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE, NODESMITH’S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO THE SERVICE PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST NODESMITH, OR (2) US\$200.00. SOME

JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

17. Indemnification and Release

You hereby release, and shall defend, indemnify, and hold harmless, Nodesmith and its owners, officers, members, managers, directors, shareholders, subsidiaries, joint-ventures, partners, employees, agents, licensors, and licensees from and against any and all claims, actions, suits, proceedings, demands, losses, liabilities, damages, judgments, settlements, penalties, costs, and expenses (including without limitation all reasonable attorneys' fees), known and unknown, arising out of (i) your use of the Service; (ii) any dispute between you and any other user or users; (iii) your violation or breach of this Agreement, or (iv) the infringement by you, or any other user of your username or account, of any intellectual property or right of any person or entity.

If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

18. Termination

Without limiting its rights and remedies, if You fail to comply with the terms and conditions of this Agreement, Nodesmith may, in its sole discretion, terminate this Agreement upon any such failure. Upon termination of this Agreement, You must promptly cease all use of the Service and discontinue exercising all license rights granted by this Agreement. Sections 1, and 4 through 23 of this Agreement will survive any termination of this Agreement.

19. Dispute Resolution; Choice of Law

This Agreement shall be construed and controlled by the laws of the State of Washington without reference to its choice of law provisions, and You consent to exclusive jurisdiction and venue in the federal courts sitting in Spokane, Washington, unless no federal jurisdiction exists, in which case You consent to exclusive jurisdiction and venue in the applicable Washington State Court located in Spokane, Washington. You waive and covenant not to assert all defenses of lack of personal jurisdiction and forum *non conveniens*.

20. Export Law Compliance

You acknowledge that the Service is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Service, including all applicable U.S. export-control laws and regulations, as well as any end-user, end-use and destination restrictions issued by U.S. and other governments.

21. Other Agreements

This Agreement constitutes an individual consent by You to be bound by the terms of this Agreement and is the entire agreement between You and Nodesmith with regard to Your use of the Service, and any and all other written or oral agreements or understandings previously existing between You and Nodesmith with respect to such use are hereby superseded and cancelled. This Agreement is not intended to supersede or replace any other agreements relating to different subject matter entered into with Nodesmith by You or Your company. To the extent there are any conflicts or inconsistencies between this Agreement and any other agreement, policy or documentation, this Agreement shall control.

22. Void Where Prohibited

Although the Service is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Service are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Nodesmith reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Service is void where prohibited. If you choose to access the Service from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

23. Miscellaneous

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this Agreement, so that this Agreement shall remain in full force and effect. Nodesmith's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Nodesmith of any provision or any right it has to enforce this Agreement, nor shall any course of conduct between Nodesmith and you or any other party be deemed to modify any provision of this Agreement. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties.