

TERMS AND CONDITIONS

Last updated on February 11, 2025

INTRODUCTION

These Terms and Conditions ("Terms") establish the agreement ("Agreement") between you (hereinafter referred to as "you," "your," or "user") and NodeOps ("NodeOps," "we," "us," or "our") governing your use of the Services (defined below) provided through our Website (the "Website") and all associated applications, tools, and services, including but not limited to, NodeConsole, Node Bootstrapping, NodePad, and NodeOps Network (collectively, the "Platform"). This Agreement constitutes a binding and enforceable legal contract between NodeOps, its affiliates, and subsidiaries worldwide, and you, an end-user of the Services. In relation to the Services, you and NodeOps are referred to separately as "Party" and collectively as "Parties."

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES OR PLATFORM. THESE TERMS GOVERN YOUR USE OF THE WEBSITE, PLATFORM AND ANY RELATED SERVICES OFFERED BY NODEOPS, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU SPECIFICALLY FOR THAT PURPOSE. WE ARE ONLY WILLING TO PROVIDE THE SERVICES AND PLATFORM TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY ACCESSING OR USING THE SERVICES OR PLATFORM, OR ANY PART OF THEM, YOU CONFIRM THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY.

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, in which case "you" or "your" will refer to that entity. If you do not have such authority, or if you do not accept all of these Terms, we are unwilling to provide you with access to the Services or Platform. If you do not agree to these Terms, you may not access or use any part of the Services or Platform.

1. DEFINITIONS

1.1. "Account" means the unique access credentials and profile created by a user to access and use the Platform, enabling them to access node-related services, including purchases, deployments, and governance participation.

1.2. "NodeOps Network" a permissionless, decentralized infrastructure orchestration layer, functioning as an Ethereum-secured Actively Validated Service (AVS) on EigenLayer.

1.3. "Governance" refers to the collective decision-making process through which Platform users participate in voting, proposals, and other mechanisms for the management and development of the NodeOps ecosystem.

1.4. "Node Bootstrapping": A streamlined node sale and deployment feature that allows users to activate nodes immediately, earning rewards without a delay.

1.5. "NodeConsole": The centralized user interface for managing node infrastructure needs, such as purchasing, deploying, bootstrapping, subscription management, and governance participation.

1.6. "Node Deployment Process": The steps within NodeConsole that guide users through logging in, selecting nodes, and deploying them on the platform.

1.7. "NodePad": The governance-driven launchpad within NodeConsole that connects projects with compute resource sellers to strengthen economic security and node infrastructure.

1.8. "NodeWatch" refers to the decentralized monitoring network within NodeOps Network that continuously observes and validates node activity, ensuring security and reliability across the Platform.

1.9. "Platform" The infrastructure marketplace developed by NodeOps, including NodeConsole, Node Bootstrapping, NodePad, and NodeOps Network, which enables blockchain node deployment and management.

2. INTERPRETATIONS

2.1. Modifications: We reserve the right to change or modify these Terms at any time and at our sole discretion by posting a notification on our Website. Any changes to or modifications of these Terms will be in effect as of the "Last Updated Date" referred to at the top. You should review these Terms before using any Services. You agree and understand that by using the Services after the "Last Updated Date", you accept and agree to the revised Terms.

2.2. Comprehensive Agreement: These Terms, along with the Privacy Policy and any rules outlined on the Website, constitute the complete and exclusive Agreement between you and us pertaining to your use of the Platform. These Terms supersede any prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, whether written or oral, between you and us

regarding the subject matter.

2.3. Headings: The headings and subheadings in the Terms are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.

2.4. Extended meaning: Unless otherwise specified in these Terms, words importing the singular include the plural and vice versa and words importing gender include all genders. The word “include”, “includes” or “including” will be interpreted on an inclusive basis and be deemed to be followed by the words “without limitation”.

The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.

3. ABOUT THE PLATFORM

NodeOps is a decentralized infrastructure marketplace dedicated to enhancing the web3 ecosystem by streamlining the deployment, management, and orchestration of blockchain nodes. Built for web3 protocols, developers, and individual users, NodeOps provides a robust and user-friendly platform that simplifies complex node infrastructure operations. Our mission is to enable a truly decentralized web3 by making node management accessible and efficient.

Key Components of the Platform

3.1. NodeConsole

NodeConsole serves as the main interface for users to access the full capabilities of the NodeOps ecosystem. It brings together the entire node infrastructure management process, allowing users to handle multiple complex tasks with ease. Through NodeConsole, users can:

- Purchase Nodes: Seamlessly acquire nodes, selecting from a range of options that suit their operational needs.
- Deploy Infrastructure: Execute node deployments with just a few clicks, reducing the time and technical effort traditionally required.
- Manage Subscriptions: Monitor and adjust active node subscriptions, ensuring continued access to resources without interruptions.
- Participate in Governance: Engage in governance activities, allowing users to actively contribute to the development and policies within the NodeOps ecosystem.

3.2. Node Bootstrapping

Node Bootstrapping provides a one-click solution for users to purchase and deploy nodes

instantly, overcoming the traditional delays often associated with node activation. This feature is designed to remove the barriers to entry for node operators, enabling:

- **Instant Node Activation:** Users can bypass the lengthy waiting periods that are typical in traditional node deployment, gaining immediate access to the blockchain network.
- **Immediate Reward Participation:** Once nodes are activated, users can start earning participation rewards right away, incentivizing decentralization and increasing network engagement.
- **Simplified Process:** The streamlined approach allows users to deploy nodes in a few easy steps, making it possible for anyone to become an active node operator and support network security and decentralization.

3.3. NodePad

NodePad is the governance-driven launchpad within NodeConsole, empowering both developers and community members to participate in upcoming node sales and contribute to the governance of the NodeOps ecosystem. NodePad facilitates connections between blockchain projects, decentralized applications (dApps), and sellers of computing resources, offering a marketplace for node resources. Key features include:

- **Governance and Community Involvement:** NodePad fosters a decentralized decision-making process where community members can vote on proposals, shaping the future of the NodeOps ecosystem.
- **Efficient Bootstrapping of Node Infrastructure:** Through NodePad, blockchain projects and dApps can quickly acquire the resources needed to bootstrap their infrastructure, strengthening the network and enhancing economic security.
- **Economic Security for web3 projects:** By connecting with sellers of compute resources, projects can efficiently scale and secure their operations, providing long-term value to both projects and the broader ecosystem.

■ NodeOps Network

NodeOps Network is NodeOps permissionless and decentralized infrastructure orchestration layer, built as an Ethereum-secured Actively Validated Service (AVS) on EigenLayer. NodeOps Network enables a more resilient and scalable web3 infrastructure by decentralizing node management and eliminating single points of failure. Key aspects of NodeOps Network include:

- **Decentralized Orchestration:** NodeOps Network coordinates node operations without reliance on a single entity, distributing tasks across a network to ensure

infrastructure reliability and security.

- Enhanced Security through AVS: By leveraging EigenLayer, NodeOps Network provides Ethereum-backed security, ensuring that node operations are protected against malicious activities and network attacks.
- Continuous Monitoring with NodeWatch: The decentralized NodeWatch system within NodeOps Network monitors node performance and uptime, alerting the network to any disruptions and enabling rapid responses to ensure high availability.
- Scalability for web3 Projects: NodeOps Network enables blockchain projects to scale their infrastructure effortlessly, allowing them to meet the demands of a growing user base while maintaining a decentralized architecture.

NodeOps Network serves as a foundation for web3 infrastructure, offering blockchain projects an innovative and secure way to decentralize their operations, streamline resource allocation, and support a resilient and sustainable network for the future.

4. SERVICES

NodeOps provides the following services:

4.1. Node Purchase and Deployment

- Users can purchase nodes directly from the Platform, selecting desired configurations and deploying them through the NodeConsole.
- The Node Bootstrapping feature enables instant node activation, eliminating traditional waiting periods and allowing users to start earning rewards immediately.

4.2. Subscription Management and Governance

- NodeOps offers subscription management tools for ongoing node operations. Through NodeConsole, users can monitor their subscriptions, update configurations, and manage node lifecycles.
- Users can participate in governance for the NodeOps ecosystem via NodePad, helping shape protocol decisions and node launch processes.

4.3. Node Infrastructure Support

- Our Platform provides technical and operational support for node infrastructure, including access to NodeOps Network, our decentralized orchestration layer. It enhances network resilience by eliminating single points of failure and ensuring continuous performance monitoring through NodeWatch.

5. ACCOUNT SETUP AND LOGIN PROCESS

To log into your NodeOps account and access the platform, you will need to provide your login credentials. The login process involves the following steps:

5.1. Entering Your Email: When you first navigate to the login page, you will be prompted to enter your registered email address. Your email serves as the primary identifier for your account, and it is essential that you enter the correct one to access your account.

5.2. Verification Code: After entering your email address, a verification code will be sent to the email associated with your account. This is an important security step to verify your identity and ensure that the person trying to access the account is the rightful account holder.

5.3. Check your inbox for the email containing the verification code. The code is typically valid for a short period of time for security reasons, so be sure to enter it promptly.

5.4. Enter the verification code into the provided field to complete the login process.

5.5. Account Access: After entering the correct verification code, you will be granted access to your NodeOps account. You can now proceed to use the Platform's services and tools as per your account privileges.

6. FEES

6.1. Monthly Operation Fees: To operate your blockchain node through NodeOps, you are required to pay a monthly fee. This fee is determined based on several factors, including the tier of node service you select and the specific provider facilitating the node. The tier level generally reflects the computational resources and service features associated with the node, with higher-tier nodes often incurring higher operational fees.

6.2. Payment Method: All payments for operating your node are to be made using Ethereum-compatible tokens. This allows for flexibility in using digital assets that comply with Ethereum standards, ensuring seamless transactions within the ecosystem. NodeOps may provide additional guidance on compatible tokens for payments to ensure clarity and ease of use.

6.3. Fee Adjustments: The monthly fee for node operation is subject to change, depending on fluctuations in node service demand, blockchain transaction loads, and provider adjustments. NodeOps reserves the right to review and modify the fees as necessary.

7. NODE POINTS, REFERRAL AND AIRDROPS

NODE POINTS

7.1. Node Points is a loyalty and reward system integrated within the NodeOps Platform, designed to incentivize users for their continued engagement and spending within the ecosystem (the “Node Points”). With Node Points, users can earn rewards that enhance their experience on the platform. The core feature of the Node Points system is its simple yet powerful approach: users receive Node Points equivalent to the amount of money they spend on services within the platform.

7.2. Earning Node Points: For every 1 USD spent on Platform services, users will earn 1 Node Point. This provides a straightforward and transparent method for accumulating points based on platform activity. Services that qualify for earning Node Points include node purchases, subscription renewals, governance participation, or any other paid services available within the NodeOps ecosystem. The more a user interacts with the Platform—whether by purchasing nodes, subscribing to services, or engaging in governance—the more Node Points they earn, enabling them to receive greater rewards.

7.3. Redeeming Node Points: The earned Node Points can be redeemed exclusively within the NodeOps Platform. They cannot be exchanged for fiat currency, but instead, they provide access to a range of valuable benefits, discounts, and services within the ecosystem, helping users save on future purchases and improve their overall Platform experience.

7.4. Future Benefits: Accumulating a large number of Node Points also grants users access to special benefits that are unlocked at higher point thresholds. These benefits may include premium services, access to exclusive tools, early access to new features, or even participation in special events and sales exclusive to high-point holders.

REFERRAL

7.5. Refer a Friend for Rewards: Our referral program allows you to benefit by inviting friends, colleagues, or community members to join NodeOps and operate their own blockchain nodes. By referring a new user, you can unlock both immediate and long-term rewards, making it an easy way to reduce your node operation costs and earn extra perks.

7.6. Discount on Monthly Fees: For each friend you successfully refer who signs up and activates a node with NodeOps, you will receive a certain percentage of discount, if any, on your monthly operation fee.

7.7. Earn additional Node Points: In addition to the discount, you will also receive NodePoints for each successful referral. These points are loyalty rewards that accumulate over time and can be redeemed for various benefits.

AIRDROPS

7.8. Airdrops: Airdrops are a form of promotional activity used by web3 projects to distribute free tokens, rewards, or other incentives to users. Airdrops are commonly used to raise awareness of new projects, incentivize user loyalty, and promote community participation. In the NodeOps Platform, users who engage with the ecosystem by purchasing nodes, subscribing to services, or accumulating Node Points may be eligible to receive airdrops from other web3 projects or as part of NodeOps' internal promotions.

7.9. Eligibility for Airdrops: Users who actively engage with the NodeOps Platform, whether through node sales, holding or redeeming Node Points, or participating in governance, are automatically eligible for Airdrops. The amount of engagement and participation directly influences a user's chances of receiving these rewards. Holding Node Points may also increase the likelihood of receiving airdrops, as users with higher point balances demonstrate a higher level of commitment and loyalty to the Platform.

7.10. Airdrop Distributions: Once airdrops are initiated by the participating web3 projects which may be assisted by NodeOps, eligible users receive free tokens or rewards directly to their accounts. These rewards can range from governance tokens, project-specific tokens, or other digital assets. The distribution of these rewards is designed to boost engagement and loyalty within the community and to offer users opportunities to participate in new and exciting projects.

7.11. Promotional Airdrops: NodeOps may also conduct periodic promotional airdrops to engage with users and encourage new sign-ups or platform usage. These promotions may target specific user groups or be based on actions taken within the platform, such as making a purchase, completing specific tasks, or engaging in community governance.

7.12. Benefits of Airdrops:

- Community Engagement: Airdrops encourage users to stay active within the NodeOps Ecosystem. By rewarding users for their loyalty and engagement, Airdrops help create a sense of community involvement and strengthen user retention.

- **Access to New Projects:** Through Airdrops, users are introduced to new and emerging web3 projects. Airdrops are often an early way for users to access tokens from promising blockchain projects, giving them the opportunity to engage with and support new ecosystems.
- **Potential Future Value:** Many tokens distributed through Airdrops may appreciate in value over time, offering users the potential for financial upside. This provides an additional incentive for users to participate in platform activities and stay engaged with the broader Web3 space.

8. INTELLECTUAL PROPERTY

8.1. **Ownership of Intellectual Property:** All rights, titles, and interests in and to the NodeOps Platform, including but not limited to its software, user interfaces, underlying algorithms, designs, graphics, trademarks, service marks, logos, and any other proprietary technology or content associated with the Services (collectively, the “Intellectual Property”), are and will remain the exclusive property of NodeOps or its licensors. This includes all improvements, enhancements, modifications, and derivative works of the Intellectual Property, regardless of any feedback or suggestions you may provide. Nothing in these Terms shall be construed as transferring any ownership rights to you or any third party.

8.2. **Limited License:** Subject to your compliance with these Terms, NodeOps grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the NodeOps Platform and Services solely for your personal, non-commercial purposes. This license is granted solely for the purpose of interacting with the supported blockchain networks and decentralized applications (dApps) as provided by the Services. Any other use of the Services or the Intellectual Property not expressly permitted by these Terms is strictly prohibited.

8.3. **Prohibited Actions:** You shall not, directly or indirectly

- **Copy, Modify, or Create Derivative Works:** Copy, reproduce, modify, adapt, translate, or create derivative works of the Platform, its software, or any other Intellectual Property without the prior written consent of NodeOps.
- **Distribution or Transfer:** Distribute, lease, sublicense, assign, sell, rent, loan, or otherwise transfer the Platform or any part thereof to any third party without the prior written consent of NodeOps.
- **Reverse Engineering:** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying technology of the

Platform, except to the extent such activities are expressly permitted by applicable law notwithstanding this limitation.

- **Unauthorized Access or Use:** Access or use the Platform for any purpose other than as expressly permitted under these Terms, including any commercial use, data mining, scraping, or similar activities intended to extract data from the Services.
- **Removal of Proprietary Notices:** Remove, alter, or obscure any copyright, trademark, or other proprietary notices displayed in or on the Services or related materials.

8.4. Trademarks and Logos: All trademarks, service marks, trade names, and logos displayed within the Platform or Services, including but not limited to “NodeOps” and the NodeOps logo, are registered and unregistered trademarks of NodeOps or its affiliates. These trademarks may not be used in any manner, including in advertising or publicity pertaining to the distribution of materials on the Services, without the prior written consent of NodeOps. Unauthorized use of any NodeOps trademark is strictly prohibited and may constitute a violation of applicable laws.

8.5. Feedback and Suggestions: Any feedback, suggestions, ideas, or recommendations you provide regarding the NodeOps Platform or the Services (“Feedback”) are entirely voluntary. By providing such Feedback, you agree that NodeOps shall be free to use, disclose, reproduce, modify, license, transfer, and otherwise distribute and exploit any Feedback as it sees fit, without any obligation or compensation to you. You further agree that such Feedback will not be considered confidential and does not grant you any proprietary or intellectual property rights in or to the NodeOps Platform or the Services.

8.6. Reservation of Rights: All rights not expressly granted to you in these Terms are reserved by NodeOps and its licensors. No implied licenses or other rights are granted to you with respect to any Intellectual Property owned or controlled by NodeOps. NodeOps may terminate your license to use the Services at any time if you breach these Terms.

8.7. Notice and Procedure for Making Claims of Copyright Infringement: If you are a copyright owner or agent of the owner, and you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide us a written notice at the address below with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located with respect to the Platform;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

9. THIRD-PARTY LINKS AND INTEGRATIONS

9.1. The Platform and Services may contain links to third-party websites, platforms, applications, or services, including decentralized applications (dApps) and other blockchain-based services. These links and integrations are provided for your convenience only and do not imply any endorsement, sponsorship, or affiliation with these third-party services by NodeOps. NodeOps does not review, approve, monitor, endorse, warrant, or make any representations about the content, functionality, accuracy, legality, appropriateness, or any other aspect of any third-party services.

9.2. When you access or use third-party services through links or integrations available within the Platform, you do so entirely at your own risk. NodeOps does not control these third-party services and is not responsible for their content, security, privacy practices, or any damages, losses, or liabilities that may arise from your interaction with them. You acknowledge that your use of third-party services is governed solely by the terms and conditions and privacy policies of the respective third parties and not by these Terms.

9.3. NodeOps is not responsible for the actions, omissions, errors, or failures of any third parties, including providers of blockchain networks, dApps, or other integrated platforms. NodeOps does not control the legality, suitability, or quality of the products or services offered by third parties and disclaims all liability arising from your use of any third-party services.

9.4. Engaging with third-party services may expose you to security risks, including but

not limited to phishing, hacking, fraud, or other malicious activities. NodeOps strongly recommends that you conduct your own due diligence before interacting with any third-party platforms. This includes reviewing their security measures, terms of service, privacy policies, and any available user reviews or feedback. Always verify the authenticity of third-party services and take necessary precautions to protect your digital assets and private information.

9.5. Third-party services are subject to changes, updates, interruptions, or discontinuation by their respective providers, all of which are beyond the control of NodeOps. NodeOps does not guarantee the continued availability or compatibility of any third-party services with the Platform and reserves the right to modify or remove integrations with third-party services at any time without notice.

10. YOUR REPRESENTATIONS AND WARRANTIES

10.1. Before your use of the Service, and on an ongoing basis, you represent, warrant, covenant and agree that:

- cryptocurrency values can fluctuate greatly in value depending on market conditions; the user is aware of the volatile nature of cryptocurrencies, and holds nodeops harmless for any loss or damages arising from such volatility;
- there is a risk of losing cryptocurrency and other funds of value when using the Service and Platform, NodeOps has no responsibility to you for any such loss;
- your use of the Platform and the Service is at your sole option, discretion, and risk;
- you are solely responsible for any applicable taxes which may be payable on any transactions/ activity by you through your using the Service;
- the telecommunication networks, blockchain networks, and internet access services required for you to access and use the Service are entirely beyond the control of NodeOps, and NodeOps shall have no liability whatsoever for any outages, slowness, capacity constraints or other deficiencies affecting the same;
- you are (i) aged 18 or over, (ii) you are of the age of majority in your jurisdiction, (iii) you are accessing the Service from a jurisdiction in which it is legal to do so, (iv) you are not a Politically Exposed Person (“PEP”) nor are you on any applicable sanctions lists or terrorism finance watchlists, including but not limited to those of the U.S. and the E.U., and (v) that you

will inform NodeOps immediately if you are placed onto one of these lists or change your residence to a prohibited jurisdiction;

- in using the NodeOps Platform, you acknowledge that you are NOT dealing with, and that NodeOps is NOT operating as and has NO legal duties related to, a crypto-asset service provider, virtual asset service provider, asset manager, brokerage, custodian, exchange, virtual asset trading platform, investment or financial advisor, loan or credit service provider, money or payment service operator, securities dealer or issuer, or equivalent under the applicable regulations (you should not use the NodeOps Platform as such, if you require such services or such a service provider);
- should you discover a bug or error that may lead to an exploit of the Service, the Platform or other loss of funds from NodeOps, you have the responsibility to notify NodeOps as soon as practicable; any attempt by you to use such a discovered exploit or bug for illicit financial gain is illegal and strictly prohibited under this Agreement; such exploits or bugs should be disclosed in a responsible manner and in strict confidence and no other entity.
- NodeOps reserves the right to prosecute to the fullest extent of the law anyone who exploits or attempts to exploit the Service in an unlawful manner.

11. NO WARRANTIES

11.1. NodeOps provides the Services to you on an "as-is" and "as-available" basis, and disclaims any and all warranties, representations, or guarantees, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or completeness. NodeOps does not warrant, guarantee, or represent that the Services will meet your requirements, operate without interruptions, or be error-free. You acknowledge that NodeOps makes no representations regarding the quality, reliability, or availability of the Services, and that your use of the Services is solely at your own risk.

11.2. While NodeOps will make reasonable efforts to maintain and support the Services, we do not guarantee or warrant that the Services will be uninterrupted, error-free, timely, or secure. There may be delays, failures, interruptions, or bugs, which may impact your experience. NodeOps does not commit to resolving any defects or issues within a specified timeframe, and there is no warranty or guarantee that such issues will be rectified. You acknowledge that the Services may be subject to periodic maintenance, system upgrades, or unforeseen technical difficulties that

may affect their availability and performance.

11.3. By accessing and using the Services, you agree to abide by the rules and guidelines as outlined on the Website. NodeOps retains full and exclusive authority over the issuance, operation, maintenance, and termination of the Services. This includes, but is not limited to, the right to manage user access, set policies, determine usage limits, and modify or discontinue the Services as we deem appropriate. You acknowledge that NodeOps has full discretion in determining the scope and availability of the Services provided and reserves the right to change or alter these terms, policies, or the functionality of the Services at any time.

11.4. In the event of any disputes or disagreements concerning the use of the Services, the interpretation of these Terms, or the enforcement of any rules, the decision of NodeOps management shall be final and binding. NodeOps retains sole discretion in resolving disputes, including any interpretations of the Terms, and such decisions are not subject to appeal or review by any party. You agree that you will not challenge the decisions of NodeOps management, and that you will comply with any instructions or resolutions provided by NodeOps as part of the dispute resolution process.

12. INDEMNITY

12.1. Indemnification by You: You agree to indemnify, defend, and hold harmless NodeOps, its affiliates, subsidiaries, partners, officers, directors, employees, agents, licensors, service providers, and each of their respective officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, losses, damages, liabilities, costs, or expenses, including, but not limited to, reasonable attorneys' fees, legal costs, or settlement amounts, arising out of or in connection with:

- Your Use of the Services: Any use or misuse of the Services provided by NodeOps, including activities conducted through your NodeOps account, or through any accounts or platforms linked to your NodeOps account.
- Any violation or breach of these Terms of Service, including any other applicable terms, conditions, or policies referenced herein.
- Any breach of any representation, warranty, covenant, or obligation you have under these Terms.
- Any violation of applicable laws, regulations, or the rights of third parties, including, but not limited to, intellectual property rights, privacy rights, or

other proprietary rights.

- Any content, information, or data you submit, post, upload, or transmit through the Services, including but not limited to content that is defamatory, infringing, unlawful, or objectionable in nature.

12.2. Defense and Control: NodeOps reserves the right, at its sole discretion and expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section. In such cases, you agree to cooperate fully with NodeOps in the defense of any such matter, including providing all necessary information and assistance to NodeOps in asserting any available defenses. You may not settle any such claim, action, or demand without the prior written consent of NodeOps.

12.3. The indemnification obligations outlined in this section are in addition to any other legal or equitable remedies available to NodeOps, and shall survive the termination, expiration, or suspension of these Terms, as well as your cessation of use of the Services.

13. LIMITATION OF LIABILITY

13.1. To the fullest extent permitted by applicable law, NodeOps, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, service providers, and each of their respective officers, employees, and agents (collectively, "NodeOps Parties") shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, data, use, or other intangible losses resulting from:

- Your access to, use of, or inability to access or use the Services provided by NodeOps.
- Any unauthorized access to or use of your account, data, or any security breaches associated with your account.
- Any conduct, content, transactions, or interactions with third parties in connection with or related to the Services, including but not limited to defamatory, offensive, or illegal conduct by other users or third parties.
- Any interruption, suspension, downtime, or termination of the Services, including but not limited to planned maintenance or unforeseen outages.
- Any errors, bugs, viruses, or other harmful components that may be transmitted through the Services, whether caused by NodeOps or a third party.

- Any technical malfunctions, failures, omissions, interruptions, latency, deletions, defects, or failures related to your device, network, software, or any providers that may prevent your ability to access or use the Services.
- Any injury or damage to your computer, device, or other equipment arising from your use of the Services, including the downloading of materials or accessing content.
- Any inability to fully access the Website or Service or any other third-party website, platform, or service linked to or integrated with the Services.
- Any other matter related to or arising from your use of the Services or the use of any third-party services, including but not limited to loss of data, downtime, or other interruptions.

13.2. Nothing in this Agreement shall exclude or limit NodeOps's liability for death or personal injury resulting from its negligence. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. If any part of this limitation is found to be unenforceable, the remaining provisions will remain in effect.

14. PROHIBITED USES

14.1. Personal use: The Service is intended solely for the User's personal use. The User is only allowed to use the Service for personal use, and may not create multiple accounts, including for the purpose of collusion and/or abuse of service.

14.2. Exploits & Bugs. The Service is provided as is, and any exploitation of the Service or errors in program logic and/or code (i.e. bugs) constitutes a Prohibited Use and a material breach of this Agreement. Any funds the user may misappropriate in this manner pursuant to this clause shall be considered void and the immediate property of NodeOps, without limit.

14.3. Jurisdictions: We may refuse Services for following users that are citizens and residents (tax residency including as a lawful permanent resident or other) of the Algeria, Bolivia, Morocco, Nepal, Pakistan, Vietnam, Afghanistan, China, Ivory Coast, Cuba, Iraq, Iran, Liberia, North Korea, Syria, Sudan, South Sudan, Zimbabwe, Antigua, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, US Virgin Islands, Ukraine, Belarus, Albania, Burma, Central African Republic, Democratic Republic of Congo, Lybia, Somalia, Yemen, and Thailand ("Restricted Jurisdictions"). By accessing or using the Services, you

represent and warrant that you are not located in, under the control of, or a resident or national of any Restricted Jurisdiction, including but not limited to countries sanctioned by the United Nations, the United States, the European Union, or any other relevant governmental authority. In addition, you represent to us that you are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority and (2) not located in any country subject to a comprehensive sanctions program implemented by the United States.

14.4. You are solely responsible for ensuring that your access to and use of the Services complies with all applicable laws and regulations. NodeOps makes no representations or warranties that the Services are appropriate or available for use in any jurisdiction. Accessing the Services from a Restricted Jurisdiction or where the Services are prohibited is strictly forbidden and will be deemed a violation of these Terms.

14.5. NodeOps shall not be liable for your compliance with local laws, and it is your responsibility to determine whether your use of the Services is legal in your jurisdiction. You agree to indemnify and hold harmless NodeOps from any claims, damages, or losses arising out of or related to your breach of this clause.

14.6. Use of VPNs, proxies, or any other methods to bypass geographic restrictions imposed by NodeOps is strictly prohibited and will result in immediate suspension or termination of your access to the Services.

14.7. NOTICE TO PARENTS AND GUARDIANS: By granting your minor permission to access the Website, you agree to these Terms on behalf of your minor. You are responsible for exercising supervision over your minor's online activities. If you do not agree to these Terms, do not let your minor use the Website.

15. TERMINATION AND SUSPENSION

15.1. NodeOps reserves the right, at its sole discretion, to suspend, restrict, or terminate your access to the Services as well as to the Platform, in whole or in part, at any time and without prior notice if:

- You breach any of the Terms outlined in this Agreement.
- Your account is suspected or flagged for activities related to money laundering, fraud, or any illegal or unauthorized activity.
- Your actions or omissions pose a security risk, threaten the integrity or functionality of the Services, or impact any associated systems.
- Suspension or termination is required by law, regulatory authority, or as part of a legal investigation or official request.
- Unexpected technical, security, or operational issues arise that necessitate temporary or permanent suspension or termination of access.
- NodeOps decides, at its discretion, to discontinue or modify the Services, either temporarily or permanently.

15.2. Effect of Suspension:

- Your access to any functionality associated with your account, including transactions, balances, and information, will be temporarily disabled until the suspension is lifted.
- During suspension, you will not be able to access, initiate, or complete any transactions within the Services or through any associated accounts.
- Suspension does not relieve you of any ongoing obligations, including any fees owed, indemnification obligations, or liabilities arising from prior use of the Services.
- NodeOps will not be liable to you or any third party for any suspension of your access or any associated loss of data, assets, or other consequences due to the suspension.

15.3. Effect of Termination:

- All associated functionalities, including access to transactions and information linked to your account, will be permanently disabled.
- Any remaining balance in your account at the time of termination may be forfeited. NodeOps reserves the right to restrict access to assets within your account upon termination, with no obligation to return or compensate for such balances.
- Termination does not relieve you of any obligations accrued prior to termination, including any outstanding fees or liabilities arising from your use of the Services.
- You may voluntarily terminate your use of the Services at any time by

discontinuing access to the Services. However, termination does not relieve you of any obligations or liabilities incurred prior to termination.

- NodeOps shall not be liable to you or any third party for any termination of your access, or any loss of data, assets, or other consequences that may result from termination.

15.4. Post-Termination:

- Provisions within these Terms that, by their nature, should survive termination (including, but not limited to, indemnity, limitation of liability, disclaimers of warranties, and intellectual property rights) will remain in effect even after termination or suspension.
- You remain responsible for any fees, charges, or other obligations incurred before the effective date of termination.

16. GOVERNING LAW

16.1. These Terms, and all matters or disputes arising out of or in connection with these Terms, the subject matter hereof or the activities of You or NodeOps in connection with or contemplated by these terms, including Your access, use, or receipt of products and Services (including any act or omission related thereto) shall be governed by the Laws of British Virgin Islands.

17. BINDING ARBITRATION AND CLASS ACTION WAIVER

17.1. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

17.2. Binding Arbitration. Any dispute, claim or controversy (“Claim”) relating in any way to this Agreement, the Website, or your use of the Services will be resolved by binding arbitration as provided in this Section, rather than in court, except that you may assert claims in small claims court if your claims qualify.

17.3. Class Action Waiver. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

Unless both you and we agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual

party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17.4. 30 (thirty)-Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to admin of our telegram community with subject line LEGAL OPT OUT. The notice must be sent within 30 (thirty) days of your first use of the Services, otherwise you shall be bound to arbitrate disputes and will be deemed to have agreed to waive any right to pursue a class action in accordance with the terms of those paragraphs. If you opt-out of these provisions, we will also not be bound by them.

18. MISCELLANEOUS

18.1. Entire Agreement: These Terms, along with any policies or guidelines that NodeOps publishes or makes available through the Platform or any other services, constitute the entire agreement between You and NodeOps. They supersede any prior or contemporaneous agreements, communications, or arrangements, whether oral or written, regarding the Services.

18.2. Maintenance of Platform: Your access to and use of the Platform may occasionally be interrupted for various reasons, including but not limited to maintenance, updates, repairs, or upgrades initiated by NodeOps. While we endeavor to notify users of scheduled maintenance activities whenever feasible, urgent maintenance may occur without prior notice. During such maintenance periods, the availability or functionality of certain features of the Services may be temporarily affected. NodeOps strives to minimize disruptions and will schedule maintenance during off-peak hours whenever possible to maintain the optimal performance, security, and functionality of the Services.

18.3. Waiver: The failure of NodeOps to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision

of these Terms will be effective only if in writing and signed by NodeOps.

18.4. Severability: If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions, which shall continue in full force and effect.

18.5. Assignment: You may not assign or transfer any rights or obligations under these Terms without the prior written consent of NodeOps. NodeOps may freely assign or transfer its rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, or sale of assets, or by operation of law.

18.6. Relationship of the Parties: These Terms do not create a joint venture, partnership, employment, or agency relationship between you and NodeOps. Both Parties act independently and have no authority to bind the other in any respect.

18.7. Force Majeure: NodeOps shall not be liable for any failure or delay in performing its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, acts of terrorism, civil disturbances, power failures, internet interruptions, or other unforeseen events.

18.8. Construction: The rule of construction that a contract should be interpreted against the party responsible for its drafting shall not apply.

18.9. Survival: The provisions of these Terms that by their nature should survive termination, including but not limited to indemnity, disclaimers, limitations of liability, intellectual property rights, applicable law, dispute resolution, and miscellaneous provisions, shall survive any termination or expiration of these Terms.

18.10. Reporting: If you identify any vulnerabilities, security issues, or concerns regarding the NodeOps Platform or any other Services, please report them promptly by contacting on our community. Your cooperation helps us maintain a secure and reliable Platform.