

# Terms of Use

OCTOBER 18, 2023

**DISCLAIMER:** THE VALUE OF NFTS AND DIGITAL REWARDS ARE DERIVED FROM SUPPLY AND DEMAND IN THE GLOBAL MARKETPLACE, WHICH CAN RISE OR FALL INDEPENDENT OF ANY GOVERNMENT CURRENCY. HOLDING NFTS AND DIGITAL REWARDS CARRIES EXCHANGE RATE AND OTHER TYPES OF RISK. THE VALUE OF NFTS AND DIGITAL REWARDS MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE TRADITIONAL GOVERNMENT CURRENCY FOR DIGITAL REWARDS, WHICH MAY RESULT IN THE POTENTIAL FOR PERMANENT AND TOTAL LOSS OF VALUE OF A PARTICULAR DIGITAL REWARD SHOULD THE MARKET DISAPPEAR. THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE AND VALUE OF NFTS AND DIGITAL REWARDS, RELATIVE TO GOVERNMENT CURRENCY, MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME. NODE GOVERNANCE DOES NOT AND CANNOT GUARANTEE OR WARRANT THE VALUE OF ANY NFT, DIGITAL REWARD OR BLOCKCHAIN, INCLUDING THE GROW BLOCKCHAIN AND GROW REWARD, AND EXPLICITLY WARNS THE USER THAT THERE IS NO REASON TO BELIEVE THAT ANY NFT, DIGITAL REWARD OR BLOCKCHAIN REWARD WILL INCREASE IN VALUE AND THAT THEY MAY HOLD NO VALUE, DECREASE IN VALUE, OR ENTIRELY LOSE VALUE.

**General Terms and Affirmation:** We are Node Governance Sarl ("**Company**," "**we**," "**us**," "**our**"), a company registered in Switzerland at 30 Route de Gilly, 1180 Rolle, Switzerland. We operate the website <https://GROW.node-governance.io/governance> (the "**Site**"), as well as any other related products and services that refer to or link to these legal terms (the "**Legal Terms**") (collectively, the "**Services**"). You can contact us by email at [contact@node-governance.io](mailto:contact@node-governance.io) or by mail to 30 Route de Gilly, 1180 Rolle, Switzerland.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and Node Governance Sarl, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

Node Governance, herein referred to as the "**Administrator**," assumes the role of custodian over the website. The substantive materials comprising this website fall are governed by the Decentralized Governance Framework (**DGF**). By electing to persist in accessing and utilizing the website, you explicitly acknowledge and unequivocally waive any and all claims against Node Governance, whether explicit or implicit, regarding the informational content presented on this digital interface.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST

DISCONTINUE USE IMMEDIATELY.

We reserve the right to update and modify the terms as we deem appropriate, without prior notice. Changes to the Legal Terms will take effect once they are posted. Your continued use of the Services after any modifications signifies your acceptance of the updated terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services. We recommend that you print a copy of these Legal Terms for your records.

## **1. OUR SERVICES**

This website ( <https://GROW.node-governance.io/governance> ) is owned and operated by Node Governance Sarl, and its contents have been approved by the Distributed Governance Framework (DGF). Any additional functionality developed for this interface is based on items identified in the charter.

### **1.1. The GROW Distributed Governance Framework**

This platform serves as a comprehensive resource for understanding the decision-making processes, influence dynamics, and future-shaping mechanisms within the GROW Network/Blockchain. The platform is designed for use by the GROW DGF, which was duly created by the Charter and whose governance is carried out primarily on this platform.

### **1.2. The GROW Network/Blockchain**

The GROW Network/Blockchain is guided by the Distributed Governance Framework (DGF). This framework encompasses a set of rules that manage various aspects of the GROW Blockchain. These rules are voted upon and adopted by the GROW DGF in accordance with a ratified Charter. When you acquire a node license, you become a member of the DGF, enabling you to participate in the governance of the GROW Blockchain, including features, infrastructure, and common resources. For detailed information about the GROW Blockchain, please visit <https://www.GROWblockchain.io>.

### **1.3. Node Governance Sarl**

Node Governance Sarl, a specialized Swiss entity, is responsible for overseeing blockchain governance. As sanctioned by the GROW DGF Charter, it performs specific roles on behalf of GROW DGF, which includes the administration of this website.

### **1.4. GROW Node Software**

Nodes are integral components of the decentralized infrastructure, connecting computers to the blockchain. They play a pivotal role in verifying transactions, achieving consensus, and maintaining data integrity. Nodes collaborate through consensus mechanisms to confirm the blockchain's state, preventing unauthorized changes. Node licenses grant

access to the GROW DGF Website, enable transaction verification, and facilitate GROW distribution. Two node license types exist: Nodes and Smart Nodes.

### **1.5. GROW Digital Reward**

GROW Tokens are digital rewards earned by contributing to the network. GROW serves as the native token of the GROW Blockchain, functioning as the community's currency and rewarding participation. It has various applications, including paying fees, bridging to Ethereum, trading, staking, purchasing nodes and NFTs, and other utilities as defined by GROW DGF. GROW has a finite supply, with distribution to Node Owners over successive years.

### **1.6. NFT Creation**

All requests for creation or distribution of NFTs shall be subject to the terms and conditions that govern such services. Node Governance does not offer such services.

### **1.7. The Charter**

The Charter is a foundational document that encapsulates the GROW DGF's core values, principles, and the blueprint for making decisions. These principles in the charter guide us, ensuring that every step the DGF takes is grounded in the shared vision of a decentralized future. To view the Charter, [click here](#).

### **1.8. The Litepaper**

A condensed yet comprehensive guide that distills the blockchain's architecture, features, and overarching goals. To view the Litepaper, [click here](#).

## **2, USER OBLIGATIONS**

### **2.1. Registration**

(A) To use the GROW DGF WEBSITE, you will need to register an account through our Site. During the registration process, we will ask you for certain information, including but not limited to, your name, address and other personal information to verify your identity. We may, in our sole and absolute discretion, refuse to maintain an account for you. You hereby accept and acknowledge that you: (a) are of legal age in your respective jurisdiction to agree to this Agreement; and (b) have not previously been suspended or removed from using this Site.

(B) By using your account, you agree and represent that you will use the GROW DGF WEBSITE for yourself and you may not use your account to act as an intermediary or broker for any other third party, person or entity. Unless expressly authorized by NODE GOVERNANCE, you are only allowed to have one account and are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself. You are solely responsible and liable for maintaining adequate security and control of any and all usernames, email addresses, passwords, two-factor authentication codes or any other codes or credentials that you use to access the GROW

DGF WEBSITE. Your account must not contain misleading or fraudulent information. Creating false information for your account, falsifying your country of origin or providing fraudulent identification documents is strictly prohibited.

(C) During the registration of your account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the GROW DGF WEBSITE, which procedures may be modified as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, social security number, taxpayer identification number, and a government identification. In providing us with this or any other information that may be required, you confirm that all of the information is true, accurate and not misleading. You agree to promptly keep us updated if any of the information you provide changes. YOU AUTHORIZE US TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT WE CONSIDER NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR US AGAINST FRAUD OR OTHER FINANCIAL CRIME, AND TO TAKE ACTION WE DEEM NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. WHEN WE CARRY OUT THESE INQUIRIES, YOU ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

(D) To use the GROW DGF WEBSITE you may need to fulfill certain legal obligations in your country and/or state of residence. By accepting these terms in this Agreement, you confirm that you have reviewed your local laws and regulations and that you are aware of, and fulfill, any and all such obligations. Due to legal or regulatory prohibitions, we do not offer the use of the GROW DGF WEBSITE in certain jurisdictions. By accepting the terms in this Agreement, you confirm that you are not a resident or governed by the laws and regulations of those jurisdictions.

(E) We may not make all of the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain jurisdictions ("Restricted Jurisdictions"). At this time, Restricted Jurisdictions include jurisdictions subject to sanctions identified by the U.S. Department of the Treasury, Office of Foreign Asset Control. You must not attempt to use our Services if you are located in any of those Restricted Jurisdictions. You must not attempt to circumvent any restrictions imposed via the Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

## **2.2. Log-in Credentials**

The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's login credentials on the GROW DGF website. Login credentials are

generated for the User for the User's internal use only and the User is strictly prohibited from selling, transferring, or sub-licensing them to any other entity or person.

### **2.3. Prohibited Activities**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us or the GROW DGF. The following are prohibited activities:

1. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
4. Disparage, tarnish or otherwise harm, in our opinion, us and/or the services.
5. Use any information obtained from the Services in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Services in a manner inconsistent with any applicable laws or regulations.
8. Engage in unauthorized framing of or linking to the Services.
9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from any content.
12. Attempt to impersonate another user or person or use the username of another user.
13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation. clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

14. Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
16. Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
17. Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
20. Use a buying agent or purchasing agent to make purchases on the Services.
21. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
22. Use the services as part of any effort to compete with us or otherwise use the services and/or the content for any revenue-generating endeavor or commercial enterprise.
23. Use the Services to advertise or offer to sell goods and services.
24. Sell or otherwise transfer your profile.

#### **2.4. DGF Proposal and Voting**

GROW Node Owners may submit a proposal and participate in a vote within the Distributed Governance Framework (DGF) of the GROW Blockchain. By submitting a proposal and participating in a vote, you agree to adhere to the terms set forth in the Charter (as amended by any subsequent proposals).

#### **2.5. Ownership Restrictions**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in Switzerland and around the world. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal

business purposes only.

## **2.6. Responsibility for Conduct**

User takes responsibility for all activities that occur under the GROW DGF WEBSITE and for its use of the GROW DGF WEBSITE, and User accepts all risks of any authorized or unauthorized access to Site, to the maximum extent permitted by law. User represents and warrants that the User is familiar with and accepts the risks associated with digital Apps and private keys, including the risks described herein. User is solely responsible for its own conduct while accessing or using the GROW DGF WEBSITE, and for any consequences thereof. User agrees to use the GROW DGF WEBSITE for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, User may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the GROW DGF WEBSITE any content that infringes the intellectual proprietary rights of any party; (v) use the GROW DGF WEBSITE to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the GROW DGF WEBSITE; (viii) exploit the GROW DGF WEBSITE for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the GROW DGF WEBSITE; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the GROW DGF WEBSITE or any part of it; (xi) reformat or frame any portion of the GROW DGF WEBSITE; (xii) display any content on the GROW DGF WEBSITE that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the GROW DGF WEBSITE or the content posted on the GROW DGF WEBSITE, or to collect information about its users for any unauthorized purpose; or (xiv) create user accounts by automated means or under false or fraudulent pretenses. The User shall indemnify and hold harmless GROW DGF WEBSITE against and from any claim, loss, damage or expense (including attorneys' fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section. User is solely responsible for all damages and legal liability that he or she may incur.

## **3. TERMINATION**

### **3.1. General**

NODE GOVERNANCE may suspend or terminate the User's right to access or use the GROW DGF WEBSITE immediately and without notice if: (i) NODE GOVERNANCE determines if the User's use of the GROW DGF WEBSITE poses a security risk to Node Governance or any third party, could adversely impact NODE GOVERNANCE or any other GROW DGF WEBSITE users,

could subject NODE GOVERNANCE, its affiliates, or any third party to liability, could be fraudulent or violates any law applicable to User or NODE GOVERNANCE; (ii) the User is in breach of these Terms & Conditions; (iii) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

#### **4. DECENTRALIZED GOVERNANCE**

##### **4.1. Changes to GROW DGF**

Node Governance and User recognize that from time-to-time amendments will be made to the GROW DGF. The GROW DGF and User both specifically agree that the GROW DGF may, in the future, present Node Governance with proposed amendments (the “Proposed Amendments”) that the Node Network will then vote on whether to implement or not (the “Governance Vote”). The User understands that the Proposed Amendments will be made at the discretion of GROW DGF and Node Governance owes the User no duty or obligation to make proposals in the User’s best interests. The User specifically understands that there may come a time when another User proposes an amendment that is (i) not in or (ii) in direct opposition to the User’s best interests, financial or otherwise (including, but not limited to a change in the distribution protocol ), and the User has no legal recourse against Node Governance or the other User should any Proposed Amendment be approved and implemented through the Governance Vote. The User’s only recourse is to vote against said Proposed Amendment. GROW DGF and the User both agree that one such Proposed Amendment may be to change the specifications, including, but not limited to the internet connection, Random Access Memory, Central Processing Unit requirements, extra space, and any other requirements needed to run the GROW Nodes (the “Specifications”). GROW DGF and User further agree that while the Specifications may be minimal on the effective date of this Agreement, this is subject to change through the Proposed Amendment and the Governance Vote. GROW DGF does not and cannot represent or covenant that any rewards earned (financial or otherwise) for running a GROW Node are not subject to change.

#### **5. REPRESENTATIONS AND WARRANTIES**

Each User represents and warrants that: (i) it has full power and authority to enter into these Terms & Conditions; and (ii) it will comply with all laws and regulations applicable to its provision or use of the GROW DGF WEBSITE.

#### **6. DISCLOSURES & RISKS**

##### **6.1. Notification**

Node Governance does not provide, issue, or distribute digital assets. User acknowledges that its rights relating to any digital assets received through the GROW DGF derive from GROW DGF or otherwise from entities/persons other than Node Governance.



## **6.2. Regulatory Risk**

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs, digital rewards, and blockchain rewards. The regulatory status of digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect digital assets, blockchain technology and its applications. Such changes could negatively impact the GROW DGF in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. GROW DGF may cease any distribution of any of the above, the development of the GROW DGF, Node, or other GROW DGF platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which GROW DGF operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory or other similar types of (including banking) authorities will not examine the operations of GROW DGF and/or pursue enforcement actions against NODE GOVERNANCE. Such governmental activities may or may not be the result of targeting GROW DGF in particular. All of this may subject GROW DGF to judgments, settlements, fines or penalties, or cause GROW DGF to restructure its operations and activities or to cease offering this website, all of which could harm NODE GOVERNANCE's reputation or lead to higher operational costs, which may in turn have a material adverse effect for the GROW DGF.

## **6.3. Technology Risk**

Virtual NFT and digital reward transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

## **7. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NODE GOVERNANCE, THE GROW DGF, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. NODE GOVERNANCE, THE GROW DGF, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT AND DIGITAL REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF THE GROW DGF. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND DIGITAL REWARDS. NEITHER NODE GOVERNANCE, THE GROW DGF, ITS AFFILIATES,

NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF GROW DGF WEBSITE, GROW BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. NODE GOVERNANCE, THE GROW DGF, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

## **8. LIMITATION OF LIABILITY**

### **8.1. Limitation of Indirect Liability**

THE AGGREGATE LIABILITY OF NODE GOVERNANCE, ITS SUPPLIERS, CONTRACT PARTNERS, AFFILIATES, AND THE LIKE (COLLECTIVELY THE "NODE GOVERNANCE PARTIES") ARISING FROM OR RELATING TO THIS AGREEMENT OR THE GROW DGF, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM THE NODE GOVERNANCE PARTIES FAULT, NEGLIGENCE, OR OMISSIONS. THE NODE GOVERNANCE PARTIES SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOST OPPORTUNITY COSTS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE NODE GOVERNANCE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE. THE NODE GOVERNANCE PARTIES SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE GROW DGF OR ANY RELIANCE THEREON. THE NODE GOVERNANCE PARTIES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE GROW DGF, FAILURE OF THE GROW DGF TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES OF THE NODE GOVERNANCE PARTIES ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE AND RELIANCE ON THE GROW DGF. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THIS AGREEMENT IS CONDITIONED ON YOUR REPRESENTATION THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF THE NODE GOVERNANCE PARTIES' INTELLECTUAL PROPERTY RIGHTS OR THE USER'S PAYMENT OBLIGATIONS.

## **9. INDEMNIFICATION**

The User agrees to indemnify and hold harmless NODE GOVERNANCE SARL including its affiliates, and GROW DGF from and against any loss, cost, or expense incurred as a

consequence of any breach of warranty or representation hereunder by the User. Additionally, the User will defend, hold harmless, and indemnify NODE GOVERNANCE and/or GROW DGF and its affiliates against any settlement amounts approved by the User and damages and costs finally awarded against NODE GOVERNANCE and/or GROW DGF and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of GROW DGF WEBSITE.

## **10. CONFIDENTIAL INFORMATION**

The User may be exposed to NODE GOVERNANCE's (and other affiliated or third party blockchain protocols') Confidential Information. "Confidential Information" means any information, in any form or medium, whether marked confidential or not, disclosed to the User under this Agreement, including, but not limited to, proprietary information, products, protocols, standards, manuals, services, business plans, customer lists, know-how, trade secrets, intellectual property rights, technical specifications, source code, object code, screen displays, designs, flowcharts, drawings, processes, algorithms, software programs, databases, marketing plans, articles, strategic direction, price lists, financial information or projections, notes, memoranda, extracts, summaries, reports, and/or analysis, including any and all derivative works of the aforementioned. "Confidential Information" shall not include information that is: (a) in the public domain, or subsequently becomes in the public domain, other than by breach of this or another agreement; (b) lawfully disclosed by a third party on a non-confidential basis to User, provided that the third party did not directly or indirectly receive the item from NODE GOVERNANCE; or (c) independently developed by the User without access to NODE GOVERNANCE's Confidential Information and all such development efforts can be clearly documented by User.

User acknowledges that all Confidential Information is and shall continue to be the exclusive property of NODE GOVERNANCE. User agrees to hold all Confidential Information received from GROW DGF in trust and confidence and agrees that such information shall be used only for the purposes of this Agreement. User shall not disclose, directly or indirectly, the Confidential Information to any third parties, or otherwise use the Confidential Information in a manner detrimental to NODE GOVERNANCE. User shall not make copies of any documents containing Confidential Information or disassemble, decompile, publicly display, distribute, create derivatives, or reverse engineer any materials, items, or products provided by the GROW DGF. User understands that all Confidential Information is important, unique, and materially affects NODE GOVERNANCE's goodwill and success in conducting its business activities, and hereby agrees to indemnify and save harmless NODE GOVERNANCE for damages that may arise from the unauthorized disclosure of Confidential Information by the User. This Agreement extends to Confidential Information that may have been previously disclosed to User prior to the execution of this Agreement.

The User may be exposed to other third parties' confidential or proprietary information. The User will safeguard and keep confidential the confidential or proprietary information of

customers, vendors, contractors, and other parties with which GROW DGF does business to the same extent as if it were NODE GOVERNANCE. Confidential Information and the prohibitions and restrictions herein apply equally to third parties confidential and proprietary information received by User pursuant to this Agreement as if it were NODE GOVERNANCE's Confidential Information.

User shall immediately inform NODE GOVERNANCE, in writing, of any misappropriation, unauthorized use, or disclosure of Confidential Information and will cooperate in every reasonable way to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.

Upon written request from NODE GOVERNANCE, user shall return to NODE GOVERNANCE or destroy upon the request of the NODE GOVERNANCE all Confidential Information received by the User.

## **11. MISCELLANEOUS**

### **11.1. Assignment**

The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of NODE GOVERNANCE, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. At any time and without the need for User's consent, NODE GOVERNANCE may assign any obligation, right and these Terms & Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which NODE GOVERNANCE may be a party unless NODE GOVERNANCE provides its consent in writing or incorporates by reference these Terms & Conditions.

### **11.2. Governing Law**

These Legal Terms are governed by and interpreted following the laws of Switzerland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Node Governance Sarl and yourself both agree to submit to the non-exclusive jurisdiction of the courts of which means that you may make a claim to defend your consumer protection rights in regard to these Legal Terms in Switzerland, or in the EU country in which you reside.

### **11.3. Disputes**

The European Commission provides an online dispute resolution platform, <https://ec.europa.eu/consumers/> which you can access. If you would like to bring this subject to our attention, please contact us.

#### **11.4. Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, suspension, **or discontinuance of the Services.**

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

#### **11.5. Entire Agreement**

These Terms & Conditions and Privacy Policy sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms & Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions and Privacy Policy. The terms may be updated on the GROW DGF WEBSITE.

#### **11.6. Force Majeure**

NODE GOVERNANCE, GROW DGF and its affiliates will not be liable for any failure or delay in performance of any obligation under these Terms & Conditions where the failures or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other forces of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”).

#### **11.7. Language**

All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If we provide a translation of the English language version of these Terms & Conditions, the English language version will control if there is any conflict.

#### **11.8. Communication Guidelines for User and NODE GOVERNANCE**

Under these Terms & Conditions, NODE GOVERNANCE can notify the User by either: (i) displaying a notice on the GROW DGF WEBSITE or (ii) sending an email to the address linked to the User's account. Notices displayed on the GROW DGF WEBSITE become effective once posted. If a User needs to notify or communicate with GROW DGF in the context of these Terms & Conditions, they should reach out to NODE GOVERNANCE. The GROW DGF will post any updates regarding the contact address for notifications on the GROW DGF Site.

### **11.9. Severability**

If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.

### **11.10. No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

### **11.11. Relationship**

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

### **11.12 Electronic Communications, Transactions, and Signatures**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA **THE SERVICES**. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **12. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE

FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **13. Other Terms and Conditions**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You

agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

#### **14. Contacting NODE GOVERNANCE SARL**

You may submit an inquiry regarding this agreement to:

#### **NODE GOVERNANCE SARL**

Mailing Address: 30 Route de Gilly  
1180 Rolle, Switzerland

Email: [contact@node-governance.io](mailto:contact@node-governance.io)