



## TERMS AND CONDITIONS

of

## NODES INTERNATIONAL LTD

**Date:** May 11th, 2023

These terms and conditions (the “**Terms**”) govern any use of the website <https://www.nodes.international/> (the “**Website**”) operated by Nodes International Ltd, Route de Gilly 30, Le Cube, 1180 Rolle, Switzerland (the “**Company**”).

By accessing or using the Website, any natural or legal person (the “**User**”) agrees to follow and to be bound by these Terms, as well as the privacy notice of the Company (the “**Privacy Notice**”), that includes the cookies’ policy.

If a User does not agree with these Terms and/or the Privacy Notice he/she/it should refrain from browsing the Website and using its Functionalities (as defined in these Terms).

### 1. DEFINITIONS

**Company** shall mean Nodes International Ltd, Route de Gilly 30, Le Cube, 1180 Rolle, Switzerland.

**Force Majeure Event** shall mean the circumstances beyond the reasonable control of the Company, including natural phenomena, government measures, acts of terrorism, demonstrations, fires, explosions, floods, epidemics, pandemics, lockdown measures, quarantines, blockades, strikes or other labor disputes, market fall, stock market and economy crashes, IT system or infrastructure attacks beyond control of the Company, accidents, factory breakdowns, impediments or delays on the part of transporters, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizure, sequestration or other measures taken by or on the orders of an apparently competent authority and all other acts which are neither foreseeable nor attributable to the Company and which are objectively of such a nature as to delay the provision of the Website.

**Functionality(-ies)** shall mean the functionalities of the Website, i.e. essentially the possibility to consult all the information contained in it about the Company and its activities, as well as the possibility to become a Node Runner.

**Unless stated otherwise, any reference to the Website shall include its Functionalities.**

**Intellectual Property Rights** shall especially but not only include patents, utility models, copyright, neighboring rights, related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, software rights, source code, object code, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether

registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>Node Runner</b>	shall mean the person(s) or entities having installed the software to operate nodes on the NØDE blockchain.
<b>Personal Data</b>	shall mean any information that relates to an identified or identifiable person. This especially includes, in particular, identifiers, such as names, surnames, identification numbers, location data or online identifiers.
<b>Privacy Notice</b>	shall mean the privacy notice of the Company's Website available at the following URL: <a href="http://www.nodes.international/privacy">www.nodes.international/privacy</a> , that includes the cookies policy of the Company's Website.
<b>Terms</b>	shall mean these terms and conditions governing the use of the Website.
<b>User</b>	shall mean any natural or legal person browsing the Website and using its Functionalities.
<b>Website</b>	shall mean the website <a href="http://www.pluriverse.ch">www.pluriverse.ch</a> operated by the Company.

## **2. THE WEBSITE**

The Company is mainly active in the provision of advisory services in technology, finance, corporate finance, digital marketing, compliance and financial markets regulation, the provision of advisory legal and tax services (except any services subject to Free Movement Attorney's Act (FMAA)), as well as the development of a digital platform based on advanced technologies allowing the optimisation of the provision of those services.

Essentially, the Website provides the User with information about the Company and its activities (especially but not only about the Nodes' permissioned blockchain infrastructure) as well as an access to become a Node Runner.

The Website also contains the possibility to subscribe to the newsletter and to contact the Company.

When a User contacts the Company through the contact form, the email sent is stored on the Company's server in Switzerland.

## **3. PROHIBITED ACTIONS**

The User agrees that he/she/it will use the Website for his/her/its personal use only. In addition, the User agrees that any use of the Website shall be for the purposes expressly permitted and contemplated by these Terms. The User may not use the Website for any other purposes without the Company's express prior written consent.

In particular, the User hereby agrees not to do any of the following actions in connection with the Functionalities and not to use the Website to:

- (i) intimidate or harass any person or entity, or falsely state or otherwise misrepresent himself/herself/itself with any person or entity;
- (ii) restrict or inhibit any other User from using the Website and/or enjoying the Functionalities;
- (iii) upload, post, transmit, distribute or otherwise make available any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, malwares, ransomwares or spywares or any other computer code (source or object), files or programs designed to interrupt, destroy, damage or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website, its Functionalities or the interests or property of the Users or the Company;
- (iv) export or re-export any applications, code (source or object), database, Users' list or tools developed by and/or proprietary to the Company;
- (v) copy, scrape, extract, modify, or distribute rights or content from the Website in any way, including through robots, spiders or any other software or technology;
- (vi) frame or utilize any framing techniques in connection with the Website;
- (vii) duplicate or reproduce any part of the Website (except as expressly provided elsewhere in these Terms);
- (viii) "*deep-link*" to any page of the Website, or avoid accepting acknowledgement of these Terms;
- (ix) create any derivative works based on or using the Website, and the User agrees and stipulates that any and all derivative works are not "*fair use*";
- (x) use the Website for any public display, public performance, sale or rental, and the User hereby agrees and stipulates that any and all such uses are not "*fair use*";
- (xi) redistribute the Website, and the User hereby agrees that any and all such uses are not deemed to be "*fair use*";
- (xii) circumvent any encryption or other security tools used anywhere on the Website or in conjunction with its Functionalities;
- (xiii) use the data of the Website and/or the data of the Company to develop, create, register, list, trade, clear, or settle any investment product, financial product or product of any kind;
- (xiv) knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch in the Website;
- (xv) remove any copyright or other proprietary notices from the Website;
- (xvi) commercialize any application, code (source or object) or any information or software associated with such application and/or the Website without the prior consent of the Company;
- (xvii) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Functionalities or any of the User's rights to access and use the Website as granted specifically by these Terms;
- (xviii) use the Website to impersonate any other User, the Company or third party;

- (xix) use the Website to pay for, support, receive proceeds from or otherwise engage in any illegal activities;
- (xx) upload, post, email or otherwise transmit to the Company any submission that the User does not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (xxi) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, except in those areas that the Company may designate for such purpose;
- (xxii) harvest or otherwise collect information or data (including Personal Data) about User without their consent or use automated scripts to collect information from or otherwise interact with the Users;
- (xxiii) use any information on the Website or included in the Functionalities in any manner that infringes any Intellectual Property Rights, publicity or other proprietary right of the Company, of other Users and/or of any third party;
- (xxiv) upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of the Company, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose the Company or the Users to any harm or liability of any type;
- (xxv) upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense; and
- (xxvi) violate these Terms, the Privacy Notice, as well as any regulations, policies or applicable laws.

In addition, the User shall not:

- (i) copy, modify, distribute, sell, or lease any part of the Website;
- (ii) use any meta-tags, pay-per-click advertising, or any other “hidden text” using the Website’s name or the Company’s trademarks, and the User hereby stipulates that any use of the Website’s name or Company’s trademarks is an infringement upon the Company’s trademark rights;
- (iii) use any data mining, bots, scrapers or similar data gathering and extraction tools on the Website or in conjunction with its Functionalities;
- (iv) use any automatic device or manual process to monitor or reproduce the Website and/or its Functionalities;
- (v) do anything that may adversely affect proper operation of the Website, its Functionalities and the reputation and goodwill of the Company;
- (vi) use any device, software, computer code (source or object), or virus to interfere or attempt to disrupt or damage the Website;
- (vii) translate, reverse engineer, decompile, disassemble or attempt to extract the Website;
- (viii) translate, reverse engineer, decompile, disassemble or attempt to extract the source code or the object code of the Website;

- (ix) interfere or attempt to disrupt the Website in any way; and
- (x) attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

**The User agrees to indemnify the Company for any loss and damage that will be suffered by the Company as a result of the above-mentioned infringement, plus User agrees to pay any and all fees incurred in the recovery of this amount, including legal fees, internal fees, attorney-at-law's fees and all associated costs.**

#### **4. LIMITATION OF THE ACCESS TO THE WEBSITE**

The Company reserves the right, in its sole and absolute discretion, but subject to applicable laws, to block access to the Website, to refuse to let a User access the Website and/or to restrict a User benefitting from some or all the Functionalities at any time, with or without advance notice.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights and all other proprietary rights in relation to the Website, its Functionalities and related databases are the exclusive property of the Company or its licensors.

All Intellectual Property Rights and all other proprietary rights in relation to the Website not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.

Subject to these Terms and for the purpose of using the Website and benefiting from its Functionalities, the Company hereby grants the Users a limited, non-exclusive, non-transferable, non-sub licensable, royalty free and revocable license to use and display the Website (*i.e.* by simply browsing it as well as by using it and benefiting from its Functionalities) for its intended purposes.

Any other use of the Website and its content and Functionalities, including without limitation distribution, reproduction, modification, making available, communicate to the public, publicly perform, frame, download, display or transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.

The User may not derive or attempt to derive the source code and/or the object code of all or any portion of the software or mobile software of the Website, permit any third party to derive or attempt to derive such source code and/or object code, or reverse engineer, decompile, disassemble, or translate the software of the Website or any part thereof.

The Company, together with its licensors (if any), expressly reserve all Intellectual Property Rights in all text, programs, products, processes, technology, content, source codes, object codes, layouts, and other materials, which appear on the Website and its Functionalities. Access to the Website and its Functionalities does not confer and shall not be considered as conferring upon anyone any license under any of the Company's Intellectual Property Rights or any third party's Intellectual Property Rights, except as expressly provided in these Terms.

Provided the User respects these Terms and all applicable laws, he/she/it may view, print and/or download copies of content from the Website solely for his/her/its own use, for non-commercial purpose and for informational purposes.

## 6. TRADEMARKS

The Company's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of the Company or its licensors (if any).

No trademark or service mark license is granted in connection with the materials contained on the Website. Access to and use of the Website and its Functionalities does not authorize anyone to use any name, logo or trademark of the Company in any manner whatsoever.

<https://www.nodes.international/> is a domain name owned by the Company. The User may not use the trademarks of the Company such as its domain names, especially but not only in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any of such product or service.

## 7. WEBSITE PROVIDED "AS IS", "AS AVAILABLE" AND RELEASE OF CLAIMS

The Website and its Functionalities are provided "*as is*" and "*as available*".

The Website is solely provided for general information about the Company and its activities (especially but not only about the Nodes' permissioned blockchain infrastructure) as well as an access to become a Node Runner.

The Company makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, accuracy or completeness with respect to the Functionalities, as well as the information contained on the Website (including third parties' content) and/or communicated to any person by the Company. The Company does not accept any liability to any person for the information contained on the Website or the use of such information.

To the maximum extent permitted by applicable law, the Company disclaims all representations and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, in relation to the Website and its Functionalities. In addition, the Company makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Website and/or its Functionalities, or that the Website and/or its Functionalities will be uninterrupted or error-free.

## 8. LIMITATION OF LIABILITY

These Terms set out the full extent of the Company's obligations and liabilities with respect to the provision of the Website.

To the greatest extent permitted by law, the Company hereby excludes: (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and (ii) any liability for any direct, indirect, punitive, special, incidental, exemplary or consequential loss or damage (including, but not limited to, damages for deletion, corruption, loss of data, loss of programs, loss of income or revenue, loss of business, loss of business opportunity, loss of profits or contracts, loss of anticipated savings, loss of goodwill, User dissatisfaction, failure to store any information or other content maintained or transmitted), whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, incurred by any User or third party in connection with the Website, these Terms, and/or the Privacy Notice, even if the Company has been advised of the probability of such damages and regardless of whether such liability is asserted on the basis of contract, tort or otherwise.

The User is responsible for maintaining the security of his/her/its environment, including regular use of malware screening and prevention software. The User should also be aware that email and other communication services are vulnerable to spoofing and phishing attacks and should use care in reviewing such messages (if any).

The Website is available to the User without liability on the part of the Company, whether explicit or implicit. The Company does not guarantee a constant availability of the Website or provision of the Functionalities through the Website. There is no guarantee that access to the Website and/or its content (including its Functionalities) will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted data. The Company is not liable for (partial) interruptions to and downtime of the Website due to repair, maintenance or update work or for other reasons that it cannot directly control (such as Force Majeure Event) or that only impede use of the Website to a negligible extent. In addition, the Company cannot be held liable for any malfunction, breakdown, delay or interruption of the Internet connection.

Any warranty, condition or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where the User browses the Website or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby **expressly excluded**.

The User expressly acknowledges and agrees that his/her/its use of the Website is at his/her/its own and sole risk. The Website is provided "as is" and "as available" without warranty of any kind, either express or implied. Therefore, the User is solely responsible for any damage to his/her/its computer system/mobile device or loss of data that results from the download of such material and/or data.

The Company does not make any representations or warranties as to the quality, suitability, safety, truth, usefulness, accuracy, or completeness of the Functionalities, the Website or any of the content contained therein (including third parties' content) and does not assume any responsibility or risk for the User's use of the Internet in connection with the Functionalities, the Website and any content contained therein (including third parties' content).

The Company does not guarantee any return, increase or revenue to the User thanks to the Website. The Company shall not be liable if the User loses money, business and/or business opportunity.

When interacting with a third party, whether or not the User has known the third party through the Website, the User and this third party are solely responsible for any issue arising from their relationship. The Company bears absolutely no responsibility arising from the relationship (if any) between the Users and third parties.

The User agrees to release the Company (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders, partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to dispute(s) with the Company's partners, other Users or any third parties.

The User understands and agrees that by filing any claim more than thirty (30) days after the discovery of the alleged liability of the Company, he/she/it will be deemed to have forfeited his/her/its rights; any such claim shall be time-barred.

This provision applies to the maximum extent permitted by applicable law.

## **9. INDEMNIFICATION**

The User agrees to defend, indemnify and hold harmless the Company and its affiliates with their respective shareholders (if any), associates, partners, officers, directors, employees, agents, licensors, representatives and suppliers (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys', experts' and internal fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from the use, misuse or unauthorized use of the Website and/or its Functionalities by the User or from any breach by the User of these Terms, the Privacy Notice, and/or any applicable third

parties' policies and terms & conditions, including without limitation any actual or alleged violation of any applicable laws, rules or regulations.

The Company shall notify the User of any such claim or suit, and then reasonably cooperate (at User's expense) in the defense of such claim or suit. The Company reserves the right to participate in the defense of such claim or choose its own legal counsel but is not obligated to do so.

To the maximum extent permitted by applicable law, the User hereby discharges, acquits, and otherwise releases the Indemnified Party, from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of the Website.

## **10. DOWNTIME**

Since the Website is web-based, it might be subject to temporary downtime.

From time to time, the Company may also update or maintain the Website, which will result in the Website not being available for a certain period of time. The Company does not warrant that the Website operates uninterrupted or error free.

The Company is not responsible for any damages or losses suffered by the User because of any failure or interruption of the Website and/or suspension of User's access to the Website and/or its Functionalities.

## **11. FORCE MAJEURE EVENT**

The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused by circumstances beyond its reasonable control, such as Force Majeure Event.

In this situation, the Company reserves the right to shut-down the Website without any obligation to indemnify any User.

Without prejudice to any other right under these Terms, if any law, regulation, rule or decision of any self-regulatory organization, or ordinance, whether domestic or international, becomes effective and substantially alters the Company's ability to offer the Website hereunder and/or its Functionalities, the Company shall also have the right to shut-down the Website without any obligation to indemnify any User.

## **12. THIRD PARTIES' CONTENT**

The Company may, at its sole and entire discretion, display third parties' content through the Website, as well as links to other companies' websites or third parties' content.

In this case, the User expressly understands and agrees that the Company does not assume responsibility for the third parties' content made available through the Website, as well as for the third parties' website and content available through a link on the Website. The Company has no control on the third parties' content it may display on the Website and shall bear no liability for this content.

The User understands and agrees that he/she/it potentially may be bound by third parties' policies and terms & conditions while using the Website and third parties' content.

The User represents and warrants that he/she/it read and accepted the third parties' policies and terms & conditions (if any).



The User expressly agrees that the Company does not assume responsibility for the third parties' policies and terms & conditions.

If the User has a dispute related to third parties' content (of any kind) and/or third parties' policies and terms & conditions, he/she/it agrees to release the Company (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders (if any), associates, partners, licensors, representatives and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

### **13. PERSONAL DATA PROTECTION**

The Company uses the User's Personal Data for the purposes set out in the Privacy Notice and/or for other purposes permitted by law.

Generally, the Personal Data are solely process by the Company to provide the User with the Website and its Functionalities and to allow him/her/it to use the Website and its Functionalities in the best possible way.

### **14. ENTIRE AGREEMENT & SEVERABILITY**

These Terms, subject to any amendments made by the Company from time to time, shall constitute the entire agreement between the User and the Company with respect to the Website and any use thereof.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

### **15. MODIFICATIONS**

The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. The User's continued use of the Website after any such changes shall constitute his/her/its consent to such changes.

The User agrees that, where lawful, all modifications or changes to these Terms shall take effect and be enforceable immediately upon posting unless otherwise indicated and, subject to applicable laws, any updated or edited version of these Terms supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and explicitly states that the prior version (or portions thereof) will remain in effect.

If the User does not wish to be bound by the revised Terms, he/she/it should cease using the Website and benefiting from its Functionalities. It is the User's responsibility to review the Website and these Terms on a regular basis.

### **16. NO WAIVER**

The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

## **17. ASSIGNMENT**

The User may not assign any of his/her/its rights, licenses, or obligations under these Terms. Any such attempt at assignment by the User shall be void.

The Company may freely assign its rights, licenses, and obligations under these Terms without limitation.

## **18. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the laws of Switzerland, to the exclusion of any rules of conflict of laws.

Any dispute regarding these Terms, the Website and its Functionalities shall be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland, subject to possible appeal to the Swiss Supreme Court (*Tribunal fédéral*).