

TERMS OF USE

1. BINDING AGREEMENT

By using our Website and/or Services you agree to be bound by these Terms of Use ("Terms of Service", "Terms and Conditions", "Agreement", "Provisions", "Terms") and are required to read them before entering into relationships with Everstake. You also agree that these Terms shall be read together with our Privacy Policy, available on the Website.

2. DEFINITIONS

"Block" refers to batches of transactions with a hash of the previous block in the Blockchain network.

"Blockchain network" refers to a distributed digital ledger that is not under the control of a single individual or entity and where accounts cannot be manipulated without providing a user's specific private key.

"Delegator" refers to a holder of Tokens that delegates them to a Validator to participate in the Validation process, while retaining the direct ownership to said Tokens, and receive Delegator rewards.

"Delegator rewards" refers to the amount of Tokens received by Delegator for supporting the Validator in the Validation process.

"Everstake", "Company", "We," "Us," or "Our" refers to Everstake Validation Services LLC, a limited liability company registered in the Cayman Islands, and its affiliates.

"Services" refers to provision of Staking services.

"Staking services" refers to the provision of a possibility to delegate tokens to the Validator node operated by Validator on the Blockchain network to participate in the Validation process and receive Delegator rewards.

"Tokens" refers to the digital units that are tracked by and native to a certain Blockchain network.

"Unbonding period" refers to the period of time imposed by a Blockchain network, during which the Delegator may not use its delegated Tokens.

"Validation process" refers to the verification, validation and creation of blocks of transactions on the relevant Blockchain network.

"Validator" refers to an organisation that runs Validator nodes.

"Validator nodes" refers to software and hardware complexes directed to service a variety of Proof-of-Stake and/or Delegated Proof-of-Stake blockchain networks.

"Validator fee" refers to the rewards received by Validator for participating in the Blockchain network Validation process.

"Website" refers to everstake.one and relevant domains.

"You", "User" "Your" or "Yours" refers to the Delegator accessing our Website or using our Services.

3. SERVICES

Everstake is running Validator nodes required to enable operation of various Blockchain networks. We may provide you a possibility to use our Services and delegate your tokens to the Validator nodes operated by us to participate in the Validation process and receive Delegator rewards distributed by Blockchain network.

In accordance with these Terms, whenever Everstake acts as a Validator on a Blockchain network, Everstake will make reasonable efforts to ensure the operation of the Validator node and its availability to the Delegators. Everstake renders the Services diligently and professionally, adhering to applicable industry standards, using all available measures to ensure that the Services are accessible 24/7. During your use of Services, at all times, you retain full ownership rights over your Tokens and your use of Services never impacts these rights. Everstake never has access to your tokens.

4. USE OF SERVICES; REPRESENTATIONS AND WARRANTIES

You are allowed to use our Services and Website if you are 18 years of age or older, have full legal capacity to enter into contractual relationships, have read these Terms and agree to the Terms set out herein.

Your right to access the Website and use the Services hereunder is limited, non-transferable and non-sublicensable.

By using the Services, you are not causing, nor would you reasonably be expected to cause, a breach, default, contravention, or violation of any applicable laws, regulations, decrees, tax regulations, obligations, court orders, judgments, contracts, or agreements that pertain to You or to which You are a party or bound.

You represent and warrant that You are knowledgeable, experienced and sophisticated in using and evaluating Blockchain networks and similar technologies. You have conducted your own thorough independent research and analysis of Blockchain networks and the other matters contemplated by these Terms in determining to delegate any Tokens to Everstake and enter into these Terms, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Everstake in connection therewith.

You represent and warrant that You shall be responsible for payment of all applicable taxes, if any, to which the Delegator rewards might be subject and any and all other taxes, which may apply to You. Everstake makes no representations in this regard. You agree to indemnify and hold Everstake harmless against any taxes, including penalties, duties and interest imposed by any government on Delegator rewards.

You acknowledge and agree that Your Tokens, which have been delegated to Everstake, may be subject to the Unbonding Period set by the respective Blockchain network.

5. DISCLAIMER

The Website and Services, their components, any documentation, and any other materials are provided on 'as is' and 'as available' basis. Neither Everstake nor any

of our licensors make any representations or warranties regarding non-infringement, merchantability, fitness for a specific purpose, availability, error-free or uninterrupted operation.

You acknowledge that Blockchain networks are new and that any risk arising from the utilisation of any Blockchain network, engaging in staking on the Blockchain network, or delegating Tokens is solely assumed by You. You also understand that the Services may be affected by defects or malfunctions within a Blockchain network, and Everstake is not accountable or liable for such malfunctions or any other emergency, extraordinary and otherwise relevant Blockchain network maintenance, action or inaction of any third party, or similar issues arising from or related to a Blockchain network.

Everstake makes no representations or warranties with respect to the potential market for the Services or the Delegator rewards that You may receive.

No guarantee or assurance can be provided, and Everstake explicitly does not make any representation, warranty, or promise, that Everstake will be chosen by Blockchain network as a Validator, either at all or for any specific duration. Everstake's inability to become or stay a Validator does not constitute a violation of any provision within these Terms, nor does it establish any liability or obligation on the part of Everstake towards You.

You acknowledge that Everstake makes no representations and warranties, nor is responsible, for the amount of Delegator rewards received by You from Blockchain network as a result of the use of Services.

6. INTELLECTUAL PROPERTY

The Website and Services may include various materials, collectively referred to as "Content," such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other materials provided by Us or on our behalf. This Content may either be owned by Us or licensed to Us by third parties and is protected by both the Cayman Islands and foreign laws. Unauthorised use of the Content could result in infringement of copyright, trademark, and other applicable laws. You possess no rights in or to the Content and should only use the Content as allowed under these Terms of Use. Any other usage requires our prior written consent. When creating a copy of the Content, you must retain all copyright and other proprietary notices present in the original Content.

You are prohibited from selling, transferring, assigning, licensing, sublicensing, modifying, reproducing, displaying, publicly performing, creating derivative versions, distributing, or using the Content in any way for public or commercial purposes. Posting or using the Content on any other website or network resource for any purpose is explicitly forbidden.

The trademarks, service marks, and logos found on the Website may be registered and/or unregistered trademarks or service marks owned by Us or our licensors, collectively referred to as "Trademarks." No use of the Trademarks should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks without our prior written permission, which must be specific for each particular use. Utilising the Trademarks as part of a link to or from any website

is not allowed unless you have received prior written approval from Us. Any goodwill resulting from the use of the Trademarks benefits Us or our licensors.

7. EXTERNAL SERVICES

We may place third-party content on our Website. You agree that this content is not rendered or owned by us and your use of websites and services mentioned in this content is subject to separate terms and conditions between you and the relevant service provider.

We are not responsible for third-party websites or services, including, but not limited to their accuracy, security, availability or performance.

You acknowledge that in any case you will hold us harmless against any claim, arising out of any damages or losses incurred by or in connection with the utilisation of websites and services accessible through the third-party content placed on our Website.

8. PROHIBITION TO USE

BY ACCESSING AND USING EVERSTAKE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), HAVE NOT BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" JURISDICTION, HAVE NOT BEEN INCLUDED IN THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE OR THAT YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES, AND ANY OTHER RESPECTIVE SANCTION LISTS OF THE UNITED KINGDOM, EUROPEAN UNION OR CANADA.

WE RESERVE THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN OUR DISCRETION, THE PROVISION OF SERVICES IN CERTAIN JURISDICTIONS, INCLUDING BUT NOT LIMITED TO NORTH KOREA, RUSSIA, IRAN, TEMPORARY OCCUPIED TERRITORIES OF UKRAINE (KHERSON, ZAPORIZHZHIA, DONETSK, LUHANSK REGIONS AND CRIMEA).

YOU ACKNOWLEDGE THAT THERE ARE LEGAL REQUIREMENTS IN VARIOUS JURISDICTIONS WHICH MAY RESTRICT THE SERVICES THAT WE CAN LAWFULLY PROVIDE. ACCORDINGLY, SERVICES MAY NOT BE AVAILABLE OR MAY BE RESTRICTED IN CERTAIN JURISDICTIONS OR REGIONS OR TO CERTAIN USERS. YOU SHALL BE RESPONSIBLE FOR INFORMING YOURSELF ABOUT AND OBSERVING ANY RESTRICTIONS AND/OR REQUIREMENTS IMPOSED WITH RESPECT TO THE ACCESS TO AND USE OF THE SERVICES IN EACH JURISDICTION FROM WHICH THE SERVICES ARE ACCESSED BY YOU.

WE RESERVE THE RIGHT TO CHANGE, MODIFY OR IMPOSE ADDITIONAL RESTRICTIONS WITH RESPECT TO THE ACCESS TO AND USE OF THE

SERVICES FROM TIME TO TIME AT OUR SOLE DISCRETION AT ANY TIME WITHOUT PRIOR NOTIFICATION.

9. LIMITATION OF LIABILITY

NO PARTY TO THE TERMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

OUR LIABILITY FOR DAMAGES UNDER THESE TERMS SHALL IN ANY CASE BE LIMITED TO, AND UNDER NO CIRCUMSTANCES SHALL EXCEED, THE AMOUNT OF DELEGATOR REWARDS THAT DEMONSTRABLY AROSE BY VIRTUE OF THE USE OF SERVICES.

EVERSTAKE SHALL NOT ASSUME ANY RESPONSIBILITY FOR, AND WILL NOT BE HELD ACCOUNTABLE OR LIABLE FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERRORS SUCH AS FORGOTTEN ACCOUNT CREDENTIALS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURES OR DATA LOSS; (III) PROBLEMS WITH BLOCKCHAIN NETWORKS OR CORRUPT FILES; (IV) UNAUTHORISED ACCESS TO THE SERVICES; OR (V) ACTIONS UNDERTAKEN BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE-FORCING, OR OTHER FORMS OF ASSAULT. EVERSTAKE IS NOT RESPONSIBLE FOR ANY ISSUES WITH BLOCKCHAIN NETWORKS, INCLUDING FORKS, NODE ISSUES, OR ANY OTHER ISSUES RESULTING IN VALUE LOSS.

YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.

IN NO EVENT SHALL ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY EITHER PARTY RELATED IN ANY WAY TO THE WEBSITE OR SERVICES BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE, OR, IF DIFFERENT, WHEN KNOWLEDGE OF THE CAUSE OF ACTION SHOULD HAVE BEEN REASONABLY OBTAINED BY THE AGGRIEVED PARTY; FOR THE PURPOSES OF THESE TERMS, KNOWLEDGE OF INFORMATION ON A BLOCKCHAIN NETWORK IS CONSIDERED TO HAVE BEEN REASONABLY OBTAINED WHEN IT IS INCLUDED IN A BLOCK THAT IS IRREVERSIBLY ACCEPTED BY THE REQUISITE NUMBER OF VALIDATORS NECESSARY TO BE CONSIDERED CONSENSUS ACCORDING TO THE SPECIFICS AND TECHNICAL CONDITIONS OF THAT BLOCKCHAIN NETWORK.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Everstake, its partners, agents, officers, directors and employees, from and against any losses, costs, expenses, claims, injuries or damages (including, without limitation, reasonable attorneys' fees and expenses) incurred due to third party claims arising from Your use of Services and any breach by You of any representation, warranty or provision of these Terms.

11. GENERAL PROVISIONS

These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands.

All disputes arising out of or in connection with these Terms shall exclusively be resolved by the ordinary courts of the Cayman Islands.

We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion, due to any reasons, including, but not limited to technical developments, any change or improvement of the Services. It is your responsibility to review these Terms from time to time. By continuing to use our Website and Services, you automatically agree and accept their provisions and give your consent to be bound by them.

Should any part or provision of these Terms be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of these Terms shall nonetheless remain valid. The same shall apply if and to the extent that these Terms are found to contain any gaps or omissions.