

# SWØRN

## NODE PURCHASE RISK DISCLAIMER

Please read this legal disclaimer carefully. This disclaimer does not constitute legal, financial, business, or tax advice. We strongly recommend that you consult with your own legal, financial, tax, or other professional advisors before making any decisions regarding the purchase of node licenses (“**Node License(s)**”) from various selected node providers (“**Node Provider(s)**”) via the SWØRN Platform (the “**Platform**”) available on the website <https://swornlab.com/> (the “**Website**”)

Neither Sworn Lab Ltd (the “**Company**”), Node Providers, project contributors, nor service providers shall be liable for any kind of direct or indirect damage or loss whatsoever that you may suffer in connection with the purchase of a Node License or by accessing any paper, presentation, or material relating to Node Licenses made available by Node Providers via the Platform available on the Website or any other websites or materials published or communicated by the Company or its representatives from time to time.

### 1. TERMS GOVERNING NODE LICENSE PURCHASES

Node Licenses are governed by two sets of terms:

1. **License Terms:** issued by **Node Providers**, these terms govern your rights and obligations concerning the use, operation, and limitations of the Node Licenses themselves. The License Terms will vary based on Node Providers and will be made available at the time of purchase on the Platform.
2. **Node Sale Terms:** provided by the Company, enabling the sale of Node Licenses, these terms govern the sales process, payment mechanics, and any platform-specific conditions or restrictions. The Node Sale Terms are available at <https://swornlab.com/terms-of-sale.pdf>

By purchasing a Node License through the Platform, you agree to be bound by the Node License Terms issued by the Node Provider and the Node Sale Terms issued by the Company. It is your responsibility to review and understand these terms prior to completing your purchase.

By proceeding with the purchase of a Node License via the Platform, you acknowledge that no promises as to the price of the token, the market cap, the success of the network or the level of rewards were made by the Company.

### 2. COMPANY ACTING ON BEHALF OF NODE PROVIDERS

By purchasing Node Licenses via the Platform, you agree that the Company is solely facilitating the sale of Node Licenses on behalf of the Node Providers who control the underlying blockchain networks associated with the Node Licenses.

Your involvement in the governance or security of the blockchain networks and any other functionalities linked to the Node Licenses is governed exclusively by the License Terms provided by the respective Node Provider, without any liability on the part of the Company.

### 3. ELIGIBILITY

To purchase Node Licenses via the Platform, you shall first hold a registered Account on the Platform.

The purchase of the Node License is not directed at any person or entity that resides or is otherwise established in a jurisdiction:

- in which applicable laws prohibit or otherwise restrict owning tokens or transacting therewith, or in which public authorities inflicted administrative or criminal sanctions which result in a prohibition of specific activities involving tokens, such as the People’s Republic of China;
- in which tokens are deemed securities and/or in which the sale would require the Seller to comply with financial regulations, notably any filings and authorizations required thereby, such as notably the United States of America;
- which is subject to economic and financial sanctions as imposed by the United Nations and transposed by an ordinance adopted by the Federal Council under the Federal Act on the Implementation of International Sanctions; or
- which is blacklisted by the Financial Action Task Force.

(all of the above, “**Restricted Jurisdictions**”).

Furthermore, you confirm that you meet the following eligibility criteria:

1. you are at least 18 years old or the age of majority in your jurisdiction, whichever is higher;
2. you have the legal capacity to enter into binding contracts under applicable law;
3. your use of the Platform complies with all local laws and regulations in your jurisdiction;
4. you are not established in a Restricted Jurisdiction and you are not subject to sanctions or restrictions by regulatory authorities, including those on international sanctions lists; and
5. you have provided accurate, current, and complete information during registration.

#### 4. Risks

The purchase of Node Licenses via the Platform involves inherent risks, including but not limited to:

- **Market volatility:** the value of rewards may fluctuate significantly due to changes in the market or blockchain environment;
- **Technological risks:** blockchain networks may experience forks, technical failures, or smart contract vulnerabilities;
- **Regulatory changes:** legislative or regulatory changes could impact the operation or legality of Node Licenses; and
- **Operational risks:** Unforeseen issues may arise, such as service outages or third-party failures.

*For a more detailed description of the inherent risks associated with the sale of Node Licenses through the Platform, please refer to the Node Sale Terms, and to the License Terms for the risks associated with the Node Licenses.*

You acknowledge that Node Licenses displayed on the Platform are not financial instruments. Node Licenses carry no intrinsic value, are not redeemable for any assets, and do not confer ownership or voting rights in **the Company**. Furthermore, the purchase of Node Licenses does not represent any share or stake in the Company or its future profits. The Company acts solely as a facilitator, offering the Node Licenses on behalf of the Node Providers, and assumes no responsibility for the content or terms of the Node Licenses.

Node Licenses are non-refundable, not redeemable for any assets of any entity or organization, and cannot be exchanged for cash (or its equivalent value in any other digital asset) or any payment obligation by the Company, the distributor, or any of their respective affiliates.

## 5. ASSUMPTION OF RISKS

By purchasing Node Licenses, you acknowledge and accept full responsibility for carrying out your own technical and financial due diligence and, as a result, for any potential losses, including but not limited to market conditions, technological failures, or regulatory challenges. Neither **the Company, nor Node Providers** providing the Node Licenses shall be held responsible for such losses, except as explicitly stated in their respective terms.

## 6. VOLUNTARY PARTICIPATION

The decision to purchase Node Licenses via the Platform is entirely voluntary. You must ensure that you fully understand the associated risks and make purchasing decisions autonomously, without coercion, undue influence, or misdirection.

## 7. LIABILITY LIMITATION

**The Company, Node Providers**, their affiliates, and service providers disclaim all liability for any direct, indirect, or consequential losses arising from the use or purchase of Node Licenses. This includes, but is not limited to, any loss of revenue, profits, data, or economic opportunities resulting from your participation in the sale.

TO THE LARGEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, ARISING FROM OR RELATED TO THE USE OR INABILITY TO USE THE NODE LICENSES, THE PERFORMANCE OR MALFUNCTION OF THE NODES, OR THE OPERATION OF THE UNDERLYING BLOCKCHAIN NETWORKS ASSOCIATED WITH NODE LICENSES PURCHASED THROUGH THE PLATFORM.

## 8. JURISDICTION AND GOVERNING LAW

This disclaimer, the License Terms, the Node Sale Terms, and any related disputes shall be governed by and construed in accordance with the laws of Switzerland, to the exclusion of any rules of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention/CISG).

Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the Courts of Vaud State, Switzerland, subject to possible appeal to the Swiss Supreme Court (*Tribunal fédéral*).

## 9. ACCEPTANCE OF TERMS

**BY PURCHASING NODE LICENSES THROUGH THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THIS DISCLAIMER, THE NODE SALE TERMS, AND THE LICENSE TERMS ISSUED BY NODE PROVIDERS.**