TERMS OF SALE
NODE LICENSES

SWØRN

Date: **November 21st, 2024**

1. INTRODUCTION

Welcome to SWØRN, a platform operated by Sworn Lab Ltd, a company registered under the identification number CHE-192.033.433, with its registered address at Route de Gilly 30, 1180 Rolle (hereinafter referred to as the "**Company**", "**we**", "**We**", "**us**" or "**Us**").

These terms of sale (together with all appendices and exhibits hereto, which are hereby incorporated by reference, these "**Terms of Sale**," or this "**Agreement**") explain the terms and conditions by which you, as a user ("**User(s)**"), either personally or on behalf of an entity ("**you**" or "**You**"), may purchase and acquire Node Licenses via SWØRN Platform (the "**Platform**").

2. ACCEPTANCE OF TERMS

> **These Terms of Sale, along with the Platform's Terms of Service and Privacy Policy, constitute the entire agreement between Users and the Company regarding the purchase of Node Licenses. By completing a Node License purchase on the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms, forming a legally binding contract with us. If you do not accept these Terms, you may not purchase Node Licenses through the Platform.**

3. DEFINITIONS

The definitions provided in **Appendix A** of these Terms of Sale apply to all capitalized terms used herein.

Capitalized terms not defined within these Terms shall have the meanings assigned to them in the Terms of Service.

4. ELIGIBILITY

These Terms of Sale govern the purchase of Node Licenses via the Platform. Users must have a registered Account on the Platform to make a purchase.

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**").

By accepting these Terms, 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.

The Company reserves the right to:
- invalidate any contract if the above statements prove inaccurate, as per Articles 23 ff. of the Swiss Code of Obligations, without prejudice to other available actions;
- refuse to provide Services for legitimate reasons, including suspected breaches of these Terms of Sale, the Terms or applicable law; and
- restrict or limit access based on geographic location or applicable sanctions laws.

5. NODE LICENSE DESCRIPTION

The SWØRN Platform (the "**Platform**") is a service that allows Users to purchase node licenses (the "**Node License(s)**") from various selected node providers ("**Node Providers**") and operate nodes (the "**Nodes**") across various blockchain environments.

Users can acquire licenses granting them the right to operate blockchain Nodes within the SWØRN ecosystem, across partnering blockchain networks. A Node License purchase grants Users the right to participate in blockchain operations, subject to compliance with both Platform rules and the technical requirements set by Node Providers for their respective networks.

The Platform enables Users to purchase Node Licenses for various blockchain networks, including licenses for validator Nodes and oracle Nodes. The Company acts as a reseller, facilitating the sale of these Node Licenses on behalf of the Node Providers who control the underlying blockchain networks.

It is important to note that the specific terms governing each Node License may differ depending on the Node Provider, the blockchain network. Users agree to be bound by these terms upon purchase.

In no event shall the Company be responsible for the choice of the blockchain networks or for the value that the rewards generated by the operation of a Node may or may not have.

Users can kick start their participation by purchasing a minimum of one (1) Node License, with the maximum limit depending on the selected blockchain network, as indicated on the Platform.

Whether you are looking to power a single Node or multiple Nodes, the Platform will guide you on the allowable number, ensuring transparency in the process.

6. PURCHASE PROCESS

6.1. PLATFORM OVERVIEW FOR NODE LICENSE PURCHASE

The Platform provides Users with a marketplace for Node License sales. Through the Platform, Users can:

a) access and compare Node Licenses offered by approved Node Providers;
b) view detailed information about available Node Licenses, including features, requirements, and pricing; and
c) purchase Node Licenses through a unified interface.

6.2. NODE LICENSE LISTINGS

Node Licenses are listed on the Platform with their respective prices, terms, and available quantities.

These listings constitute binding offers to sell the Node Licenses, subject to these Terms and any specific conditions stated in the listing and in the Node License terms.

6.3. SELECTION AND ORDER PLACEMENT

Users may select one or more Node Licenses and add them to their cart. By submitting an order, the User accepts the offer to purchase the selected Node Licenses, thereby forming a binding contract subject to the conditions outlined in Section 6.5.

6.4. PAYMENT

Payment for Node Licenses shall be made in accordance with Section 7 of these Terms. No order shall be processed until payment has been successfully completed.

6.5. ORDER CONFIRMATION AND CONTRACT FORMATION

Upon successful payment processing, Users will receive an order confirmation email from the Company. This confirmation constitutes acceptance of the order and forms a binding contract, subject to the following conditions:

a) availability of the Node License at the time of order processing;
b) the User meeting all eligibility requirements as outlined in these Terms of Sale; and
c) compliance with any specific conditions stated in the Node License listing.

6.6. ORDER CANCELLATION

The Company reserves the right to cancel any order and terminate the contract if:

a) any of the conditions in Section 6.5 are not met;
b) there are technical glitches or other circumstances that would make fulfilling the order impracticable;
c) the Company has reason to suspect fraudulent activity or violation of these Terms of Sale.

6.7. THIRD-PARTY NODE PROVIDERS

When purchasing Node Licenses from approved third-party node providers (the "**Node Provider(s)**") through the Platform:

a) Users acknowledge that the Company acts as an intermediary facilitating the transaction;
b) additional terms specific to the Node Provider may apply to the purchase and use of their Node Licenses;
c) while the Company vets Node Providers, it is not responsible for the fulfillment, quality, or performance of Node Licenses provided by these Third Parties.

6.8. DELIVERY

Upon successful purchase, the Node License will be delivered to the User's Account on the Platform.

7. PRICE AND PAYMENT

7.1. PRICE

The price for each Node License shall be as stated on the Platform at the time of purchase. Prices can and do change depending on various factors related to the different blockchain networks.

7.2. PAYMENTS IN FIAT CURRENCY

We offer flexibility in payments: Users can opt to pay in fiat currency using their credit card or cryptocurrency.

For those choosing fiat, payments can be made via credit card or other available payment methods supported on the Platform.

Payments made in fiat currency (e.g., USD, EUR) are processed through a third-party payment provider, i.e Stripe Ltd. By using a credit card or other payment methods provided on the Platform, Users agree to the terms and conditions of the third-party payment processor.

When selecting fiat currency as the payment method, Users must provide valid payment details, such as credit card information. The Platform will charge the amount specified at the time of purchase, and the payment will be processed immediately.

By providing payment information, Users authorize the Platform and its payment provider to charge the selected payment method for the full amount of the service or license purchased, including any applicable taxes and fees.

If a payment is declined or fails for any reason, the Platform will notify the User and may suspend access to the Sale or delay the fulfillment of the purchase until valid payment is made.

All payments made in fiat currency are final and non-refundable. Once a purchase is confirmed, Users are not entitled to any refunds or credits, unless required by law.

7.3. PAYMENTS IN CRYPTOCURRENCIES

Users who prefer cryptocurrency can simply use their connected wallets to complete the transaction.

All prices and terms will be clearly displayed at the time of purchase, and Users agree to pay the specified amount, including any applicable taxes, fees, or charges that come with the purchase.

The Platform accepts payments in various cryptocurrencies, including ETH, BTC, USDT, and USDC. Users wishing to pay with cryptocurrency must connect an EVM-compatible wallet that supports the selected currency.

When choosing cryptocurrency as the payment method, Users will be provided with the relevant transaction details, including the amount and the Platform's designated wallet address. Users must initiate the payment from their connected wallet.

Users are responsible for any blockchain network fees (e.g., gas fees) associated with the cryptocurrency transaction. These fees will be calculated and displayed before the User completes the payment.

Cryptocurrency payments may take time to confirm on the blockchain. The Platform will process the order or service once the transaction is confirmed. The Platform is not responsible for any delays caused by network congestion or blockchain issues.

The Company reserves the right to proceed to a KYT (Know Your Transaction) on the Users' wallet and to refuse any funds if they appear to be tainted or associated with illicit or dark web transactions in any way.

7.4. TAXES AND FEES

All prices and terms will be clearly displayed at the time of purchase, and Users agree to pay the specified amount, including any applicable taxes, fees, or charges that come with the purchase.

In principle, the transfer costs associated with the Node License are not included in the price indicated on the Platform, except if especially stated as otherwise on the Platform under the terms of the Node License.

The User is solely responsible for all applicable taxes related to the purchase and operation of Node Licenses. This includes, but is not limited to, sales tax, value-added tax (VAT), goods and services tax (GST), income tax, or any other tax that may be levied on the purchase or income derived from operating the Node License.

The Company is not responsible for calculating, collecting, reporting, or remitting any taxes on behalf of the User.

The Company reserves the right to charge additional fees that may be necessary for delivery or that were unforeseeable at the time of purchase. These may include, but are not limited to:
   i.   unexpected increases in blockchain network fees or infrastructure requested to run the Nodes;
   ii. additional costs due to regulatory changes ;
   iii. fees for special handling or expedited delivery of Node Licenses; or
   iv. any other unforeseen costs directly related to the provision or maintenance of the Node License.

In the event that additional fees become necessary, the Company will notify the User as soon as practicable. The User agrees to pay these additional fees within a reasonable timeframe as specified by the Company. Failure to pay such fees may result in suspension or termination of the Node License.

BY PROCEEDING WITH THE PURCHASE, USERS ACKNOWLEDGE AND AGREE TO THIS POTENTIAL FOR ADDITIONAL FEES AND COMMIT TO PAYING THEM IF THEY ARISE.

7.5. NO REFUNDS POLICY

All sales are final. Once a purchase is confirmed, it is considered final and non-refundable.

No refunds or exchanges will be provided under any circumstances, except where explicitly required by applicable law.

Users acknowledge and agree that they are not entitled to refunds or credits for partial use, non-use, or dissatisfaction with the Node License.

8. DELIVERY AND ACTIVATION OF NODE LICENSE

8.1. DELIVERY

The Company shall deliver the Node License to the User's Account promptly after purchase confirmation. Delivery is deemed complete when the Node License is made available in the User's Account.

8.2. ACTIVATION AND OPERATION

Self-Operation:
   i) The User is responsible for activating and operating the Node License following the instructions provided by the Company.
   ii) The User must ensure they have the necessary technical infrastructure for activation and operation.

iii) The Company will provide reasonable support for activation issues reported within 48 hours of delivery.

Node-as-a-Service (NaaS):
i) Activation and operation are governed by the separate NaaS Agreement.
ii) The Company will activate and operate the Node on behalf of the User as per the NaaS Agreement terms.

8.3. INSPECTION AND NOTIFICATION OF DEFECTS

The User shall inspect the delivered Node License promptly upon notification of its availability in their Account.

Any claim of defects must be notified to the Company in writing without undue delay after discovery. The Company reserves the right to investigate and address reported defects in a timely manner.

8.4. TECHNICAL REQUIREMENTS

For self-operating Users, they are responsible for ensuring they have the necessary technical infrastructure to access, utilize, and operate the delivered Node License through their Account.

For NaaS Users, the Company will provide the necessary infrastructure as per the NaaS Agreement.

8.5. FORCE MAJEURE

The Company shall not be liable for any delay or failure in delivery or operation caused by circumstances beyond its reasonable control. In such cases, the Company will make best efforts to mitigate delays and keep Users informed of any significant impacts on their Accounts.

8.6. DELIVERY FEES

The Company shall bear the standard costs associated with the electronic transfer of the Node License to the User's Account, except as otherwise expressly stated at the time of sale.

The User shall bear the costs of acceptance of the Node License and any additional costs necessary for activation or operation.

Any additional costs necessary for the transfer and delivery of the Node License, including but not limited to costs related to the User's internet connection or specific technical requirements, shall be borne by the User.

The Company reserves the right to modify the allocation of delivery fees by providing clear notice at the time of sale.

8.7. NON-RECEIPT OR ACTIVATION ISSUES

The User must notify the Company in writing within 24 hours of the expected delivery time if the Node License is not received or if activation issues occur.

Upon such notification, the Company will verify the status and take appropriate action to resolve the issue.

8.8. LIABILITY

For Self-Operation, the Company is not liable for activation or operation failures resulting from User error, technical issues on the User's side, or force majeure events. For NaaS, liability is as specified in the NaaS Agreement.

9. USER RESPONSIBILITIES

9.1. GENERAL OBLIGATIONS

The User shall:
- provide accurate, current, and complete information during the registration process and keep this information updated;
- maintain the security and confidentiality of their Account credentials;
- comply with all applicable laws and regulations in their use of the Node License;
- promptly notify the Company of any unauthorized use of their Account or any other breach of security.

9.2. TECHNICAL REQUIREMENTS

The User is solely responsible for:
- carrying out due diligence over the network on which the Node license is granted and the team of such network;
- making any projections of the rewards he/she will be entitled to;
- ensuring they have the necessary hardware, software, and internet connectivity to access and utilize the Node License;
- maintaining up-to-date virus protection and security measures on their systems;
- backing up any data related to their use of the Node License.

9.3. NODE OPERATION (FOR SELF-OPERATION)

Users choosing self-operation shall:
- follow all instructions provided by the Company for Node activation and operation;
- maintain their Node in accordance with the Company's guidelines and best practice;
- ensure their Node remains compatible with any updates or changes to the blockchain network;
- monitor their Node's performance and promptly address any issues that arise.

9.4. PROHIBITED ACTIVITIES

The User shall not:
- attempt to bypass or manipulate any security measures or monitoring systems;
- use the Node License for any illegal activities or in a manner that could damage, disable, or impair the Company's services;
- attempt to gain unauthorized access to other users' Accounts or the Company's systems;
- engage in any activity that interferes with or disrupts the integrity of the blockchain network.

9.5. REPORTING AND COOPERATION

The User agrees to:
- promptly report any bugs, errors, or security vulnerabilities discovered in the Node License or related services;
- cooperate with the Company in any investigation of suspected violations of these Terms or illegal activities.

9.6. COMPLIANCE WITH NETWORK RULES

The User shall comply with all rules, protocols, and guidelines of the relevant blockchain network(s) on which their Node operates.

9.7. ACCURACY OF INFORMATION

The User acknowledges that the Company relies on the accuracy of information provided by the User and agrees to indemnify the Company against any losses arising from inaccurate information.

9.8. ACKNOWLEDGMENT OF RISKS

The User acknowledges and accepts the inherent risks associated with blockchain technology and cryptocurrency, including potential financial losses.

9.9. Updates and Notifications

The User is responsible for regularly checking for and implementing any updates or changes to the Node License as communicated by the Company.

10. Intellectual Property Rights

10.1. Limited License

The sale of a Node License grants the User a limited right to use and exploit the Node in accordance with the terms and conditions set forth in the Node license agreement. This right is non-exclusive and non-transferable unless stated differently in the Node license or issued as NFT.

10.2. No Transfer of Ownership

The Company does not transfer any ownership rights or title to any intellectual property associated with the Node technology, the blockchain network, or any related technologies. All such rights remain the property of their respective owners, typically the Node Providers or the blockchain network developers.

10.3. Company's Role

The Company acts solely as an intermediary in facilitating the sale of Node Licenses. The Company does not own, control, or have the right to sell any intellectual property related to the Nodes or the blockchain networks. The Node license is granted directly by the entity operating the blockchain network and not by the Company itself.

10.4. Restrictions

Users may not modify, reverse engineer, decompile, or disassemble any software or technology associated with the Node License, except to the extent expressly permitted by applicable law or the Node Provider.

10.5. User-Generated Content

Any content or data generated by the User through the operation of the Node remains the property of the User, subject to any applicable terms of the blockchain network or Node Provider.

10.6. Third-Party Rights

Users acknowledge that the operation of Nodes may be subject to third-party intellectual property rights. The Company makes no representations or warranties regarding such rights, and Users agree to comply with any applicable third-party terms or licenses.

11. Usage Limitations and restrictions

By acquiring Node Licenses, Users obtain limited access to blockchain resources subject to the following restrictions:

a) **Non-transferability**: Node Licenses purchased through the Platform are non-transferable and for the User's personal use only. Users shall not sell, resell, rent, lease, loan, sublicense, distribute, or otherwise transfer any rights to the Node Licenses to any third party.

b) **Usage restrictions**: unless explicitly authorized in writing by the Company, Users shall not:
   i) use the Node Licenses for any commercial purposes beyond personal use;
   ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Node License or Platform in any form or media or by any means;

iii)   attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Node License or associated software.

c) **Compliance requirements**: Users shall:
   i)   ensure their usage complies with all applicable local, state, national, and international laws and regulations;
   ii) adhere to the specific terms, protocols, and guidelines of the blockchain network associated with the Node License;
   iii) refrain from any activity that could impair or adversely affect the integrity, security, or performance of the blockchain network or the Company's systems.

d) **Monitoring and enforcement**: the Company reserves the right to monitor compliance with these restrictions and to suspend or terminate access to Node Licenses for any violations, without prejudice to any other rights or remedies available to the Company.

Any use of the Node License not expressly permitted by these Terms is a breach of the contract and may violate copyright, trademark, and other laws.

The Company reserves the right to modify these limitations and restrictions at any time, with such modifications becoming effective immediately upon posting on the Platform or notification to the User.

12.   WARRANTIES AND DISCLAIMER

12.1.   SCOPE OF THE WARRANTY
THE COMPANY ACTS SOLELY AS A RESELLER OF NODE LICENSES PROVIDED BY THIRD-PARTY NODE PROVIDERS. THE COMPANY WARRANTS ONLY THAT IT HAS THE RIGHT TO RESELL THE NODE LICENSES AS SPECIFIED IN THESE TERMS.

12.2.   DISCLAIMER OF WARRANTIES
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PROVIDES THE NODE LICENSES "AS IS," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

12.2.1.   GENERAL DISCLAIMERS
THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING, BUT NOT LIMITED TO:

A)   MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
B)   FUNCTIONALITY, AVAILABILITY, RELIABILITY, OR PERFORMANCE OF THE NODE LICENSES;
C)   FUNCTIONALITY, AVAILABILITY, RELIABILITY, OR PERFORMANCE OF THE BLOCKCHAIN NETWORK(S) ASSOCIATED WITH THE NODE LICENSES;
D)   PROFITABILITY, RETURN ON INVESTMENT, OR ECONOMIC BENEFIT OF OPERATING A NODE;
E)   SECURITY OF THE BLOCKCHAIN NETWORK OR THE NODE LICENSE ACTIVATION PROCESS;
F)   ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY INFORMATION PROVIDED ABOUT THE NODE LICENSE OR ASSOCIATED BLOCKCHAIN NETWORK;
G)   CHOICE OF BLOCKCHAIN NETWORK; AND
H)   ERROR-FREE, UNINTERRUPTED OPERATION, OR FREEDOM FROM HARMFUL COMPONENTS.

12.2.2.   SPECIFIC NON-WARRANTY ITEMS
THE COMPANY SPECIFICALLY DOES NOT WARRANT OR GUARANTEE:
A)   THE CONTINUED EXISTENCE OR OPERATION OF ANY BLOCKCHAIN NETWORK;

B) THE VALUE, USABILITY, OR TRANSFERABILITY OF ANY TOKENS OR REWARDS ASSOCIATED WITH NODE OPERATION;

C) THE ACTIONS, SOFTWARE, OR DECISIONS OF ANY NODE PROVIDERS OR OTHER NETWORK PARTICIPANTS;

D) THE COMPATIBILITY, ADEQUACY, OR PERFORMANCE OF ANY HARDWARE, SOFTWARE, INTERNET CONNECTIVITY, OR OTHER RESOURCES REQUIRED BY THE USER TO OPERATE A NODE. USERS ARE SOLELY RESPONSIBLE FOR ACQUIRING, MAINTAINING, AND UPGRADING ANY NECESSARY EQUIPMENT, SOFTWARE, OR SERVICES TO MEET THE TECHNICAL REQUIREMENTS FOR NODE OPERATION, WHICH MAY CHANGE OVER TIME WITHOUT NOTICE; OR

E) THAT THE NODE LICENSE WILL MEET THE USER'S REQUIREMENTS OR EXPECTATIONS.

12.2.3. USER ACKNOWLEDGMENT

THE USER ACKNOWLEDGES AND AGREES THAT:

A) THEY HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPLICITLY STATED IN THIS AGREEMENT;

B) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF ANY WARRANTY;

C) THE PURCHASE AND USE OF THE NODE LICENSE CARRY INHERENT RISKS, AND THE USER ASSUMES ALL SUCH RISKS;

D) THE COMPANY DOES NOT GUARANTEE THE PERFORMANCE, SECURITY, OR COMPATIBILITY OF NODES WITH SPECIFIC BLOCKCHAIN NETWORKS OR ENVIRONMENTS.

12.2.4. JURISDICTIONAL LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or limitations on applicable statutory rights of a consumer. In such cases, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

12.3. NODE PROVIDER WARRANTIES

ANY WARRANTIES RELATED TO THE FUNCTIONALITY, AVAILABILITY, OR PERFORMANCE OF THE NODE LICENSES SHALL BE LIMITED TO THOSE EXPRESSLY PROVIDED BY THE RESPECTIVE NODE PROVIDERS. THE COMPANY WILL FACILITATE THE CUSTOMER'S ACCESS TO ANY APPLICABLE NODE PROVIDER WARRANTIES OR SUPPORT SERVICES.

13. SERVICE AVAILABILITY AND DOWNTIME

13.1. SERVICE INTERRUPTIONS

The Node-related Services are provided through web-based infrastructure and blockchain networks, which by their nature may experience temporary interruptions in service ("Downtime").

Downtime may occur, without limitation, due to:

- scheduled maintenance and updates;
- emergency system maintenance;
- network or infrastructure failures;
- changes or updates to blockchain protocols;
- security incidents; or
- Force majeure events.

13.2. PLATFORM MAINTENANCE

The Company reserves the right to:

- perform scheduled and emergency maintenance;
- deploy system updates;

- modify, suspend, or terminate any aspect of the Platform;
- take any other necessary technical measures.

Such actions may result in temporary service interruptions or restricted access to the Platform, Node License, or related services.

13.3.   DISCLAIMER OF AVAILABILITY
The Company expressly disclaims any warranty of uninterrupted or error-free operation of:

- the Platform;
- Node-related Services;
- blockchain networks;
- Node License activation processes.

The Company shall not be liable for any losses or damages arising from:

- Service interruptions;
- Platform downtime;
- suspension of user Accounts:
- delays in Node License delivery;
- technical issues affecting service availability;
- network congestion or failures.

This disclaimer applies to all direct, indirect, consequential, or incidental damages resulting from any such interruption or unavailability.

13.4.   USER ACKNOWLEDGMENT
By using the Services, the User acknowledges and accepts that:

- periodic downtime is an inherent aspect of web-based and blockchain services;
- Service interruptions may occur without prior notice;
- the Company cannot guarantee continuous availability of the Services;
- alternative arrangements may be necessary during periods of downtime.

14.   LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE NODE LICENSES. IN ALL CASES, THE COMPANY'S LIABILITY FOR DIRECT DAMAGE IS LIMITED TO INTENT AND GROSS NEGLIGENCE.

14.1.   BLOCKCHAIN RISKS
YOU ACKNOWLEDGE AND AGREE THAT BLOCKCHAIN TECHNOLOGY IS COMPLEX, EVOLVING, AND POTENTIALLY UNSTABLE. THE OPERATION OF BLOCKCHAIN NETWORKS INVOLVES INHERENT RISKS THAT ARE BEYOND THE CONTROL OF THE COMPANY. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
1. NETWORK OR COMMUNICATIONS DISRUPTIONS, FAILURES, OR DELAYS;
2. CHANGES, UPGRADES, OR PROTOCOL ALTERATIONS IN THE BLOCKCHAIN;
3. FORKS OR SPLITS WITHIN THE BLOCKCHAIN;
4. CYBERSECURITY THREATS, HACKS, OR OTHER MALICIOUS ATTACKS;
5. REGULATORY CHANGES OR NEW LEGAL REQUIREMENTS IMPACTING BLOCKCHAIN OPERATIONS;

WHILE WE STRIVE TO MAINTAIN THE AVAILABILITY AND PROPER FUNCTIONING OF THE NODES LICENSED THROUGH THE PLATFORM BY NODE PROVIDERS, WE CANNOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE OPERATION DUE TO THE UNPREDICTABLE NATURE OF BLOCKCHAIN TECHNOLOGY AND EXTERNAL FACTORS BEYOND OUR CONTROL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:
1. THE USE OR INABILITY TO USE THE NODES LICENSED THROUGH THE PLATFORM;
2. ANY INTERRUPTIONS, SUSPENSIONS, OR TERMINATION OF SERVICES OR PAYMENT OF REWARDS DUE TO BLOCKCHAIN-RELATED ISSUES;
3. ANY ACTIONS, OMISSIONS, OR DECISIONS MADE BY THIRD PARTIES, INCLUDING MINERS, VALIDATORS, OR OTHER PARTICIPANTS, THAT AFFECT THE BLOCKCHAIN NETWORK;
4. ANY LOSSES OR DAMAGES INCURRED DUE TO THE INHERENT RISKS ASSOCIATED WITH BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE LISTED ABOVE;
5. THE COMPATIBILITY, ADEQUACY, OR PERFORMANCE OF ANY HARDWARE, SOFTWARE, INTERNET CONNECTIVITY, OR OTHER RESOURCES REQUIRED BY THE USER TO OPERATE A NODE. USERS ARE SOLELY RESPONSIBLE FOR ACQUIRING, MAINTAINING, AND UPGRADING ANY NECESSARY EQUIPMENT, SOFTWARE, OR SERVICES TO MEET THE TECHNICAL REQUIREMENTS FOR NODE OPERATION, WHICH MAY CHANGE OVER TIME WITHOUT NOTICE.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE NODES LICENSED THROUGH THE PLATFORM, OR YOUR VIOLATION OF THESE TERMS.

14.2. MONETARY CAP ON LIABILITY

To the extent that any liability cannot be excluded by law, the Company's total aggregate liability for any claims arising out of or relating to the purchase of a Node License shall not exceed the total amount paid by the User in the last twelve (12) months for the specific Node License(s) giving rise to the liability.

14.3. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations under these Terms or for any loss, damage, or inconvenience suffered by the User due to circumstances beyond the Company's reasonable control. Such circumstances include but are not limited to acts of war or threat of war; riots, civil strife, or terrorist activity; industrial disputes, natural or nuclear disasters; fire, airport closures, bad weather conditions, or interruption or failure of utility services, including lack of electricity; acts of any local or national government, including the imposition of economic sanctions; cyber-terrorism, cyber-attacks, hacking, bugs; nuclear disaster or explosion; epidemics or pandemics impacting employees responsible for carrying out the operation of the Services; and instances where the ability to carry out the Services is materially and adversely affected, even though all reasonable precautions, due care, and alternative measures have been taken to mitigate such instances.

14.4. FILING OF CLAIMS

ANY CLAIMS IN CONNECTION WITH THE PURCHASE OF NODE LICENSES AGAINST THE COMPANY MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DISCOVERY OF THE ALLEGED LIABILITY. TO INITIATE A CLAIM, YOU MUST PROVIDE WRITTEN NOTICE TO THE COMPANY OUTLINING THE NATURE AND BASIS OF THE CLAIM, INCLUDING ANY

SUPPORTING EVIDENCE, WITHIN THE SPECIFIED TIMEFRAME. FAILURE TO FILE WITHIN THIS PERIOD WILL RESULT IN THE CLAIM BEING TIME-BARRED, AND YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO SEEK REDRESS FOR THE ALLEGED LIABILITY.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold the Company and its affiliates harmless from any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from or related to:

a) your use of the Node Licenses;

b) your breach or alleged breach of these Terms;

c) your violation of any applicable laws, regulations, or orders of governmental or regulatory authorities; and

d) any misrepresentations made by you.

You agree to cooperate fully with us in defending any claims. We reserve the right to assume exclusive defense and control of any matter subject to indemnification by You, and You will not settle any claim without our prior written consent. All costs of defense will be borne solely by You.

16. CHANGES TO TERMS

The Company reserves the right to modify these terms and conditions at any time, if it deems it necessary or appropriate, provided that it notifies the User of any such modifications.

If you do not agree to the revised Terms, you should stop using the Platform and its features. It is your responsibility to regularly review the Platform and these Terms for updates.

17. MISCELLANEOUS / GENERAL PROVISIONS

17.1. ENTIRE AGREEMENT

These Terms, the Terms of Service and the Privacy Notice constitute the entire agreement between the parties, superseding all prior agreements, representations, and understandings related to the subject matter.

17.2. SALVAGE CLAUSE

If a court or competent jurisdiction finds that any provision of these Terms is illegal, invalid or unenforceable, the other provisions shall remain in full force and effect.

17.3. SURVIVAL

The provisions related to ownership, proprietary rights, and any other clauses that, by their nature or context, are intended to survive termination will remain in effect even after the termination of these Terms, regardless of the reason for termination.

17.4. 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.

17.5. ASSIGNMENT

You shall not assign any of your rights and obligations under these Terms. Any such attempt at assignment by You shall be void.

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

17.6. ENGLISH VERSION

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms and/or the Privacy Notice, the provisions of this English language version shall prevail. Any translated versions shall be for convenience only.

17.7. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by 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*).

18. TERRITORIAL RESTRICTIONS

The information provided through the Service is not intended for distribution or use in any jurisdiction or country where such distribution or use would violate laws or regulations or would subject us to any registration requirements within that jurisdiction. We reserve the right, at our sole discretion, to restrict the availability of the Service, or any part of it, to any person, geographic area, or jurisdiction at any time, and to limit the quantities of any content, program, product, service, or other features we offer.

19. CONTACT US

To ask questions or make comments on these Terms, please contact the Company through:

- *info@swornlab.com*

- Sworn Lab Ltd
  Route de Gilly 30
  1180 Rolle
  Switzerland

ANNEX 1 - DEFINITIONS

For the purposes of these Terms, the capitalized terms shall have the following definitions:

Affiliate

refers to any company which is either (directly or indirectly) controlled by the Company or by the same shareholders of the Company.

Company

means Swørn Lab Ltd, a company duly registered in Switzerland with company registration number CHE-192.033.433, with a registered address at Route de Gilly 30, 1180 Rolle.

Force majeure Event(s)

means any event which is neither foreseeable nor objectively attributable to the Company or the User and which is objectively likely to delay the performance of obligations set out in these Terms, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, shortages, explosions, floods, epidemics, pandemics, quarantine, factory blockages, travel quarantines, satellite or telecommunication problems, Internet unavailability, strikes or other labor disputes (whether or not such disputes involve the Company's employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other unpredictable events.

Intellectual Property Right(s)

means past, present and future copyrights, patents, registered designs, design rights, know-how or any other proprietary or industrial right, which includes, without limitation, any patents, trademarks, service marks, registered designs, database rights, know-how, trade secrets, Confidential Information, trade and business names and any other similar protected rights in any country, whether registered or unregistered, as well as applications for any of these rights.

Nodes

refers to a blockchain infrastructure component that participates in the operation and maintenance of a blockchain network. Nodes perform essential functions such as validating transactions, maintaining network security, and ensuring the integrity of the distributed ledger. The Nodes available on the Platform are licensed by various blockchain networks and allow Users to contribute to the operation of these networks.

Nodes License(s)

refers to the non-exclusive, non-transferable right, purchased through the Platform, to operate a single node on a specific blockchain network, subject to the terms and conditions set by the Third-Party Node Provider.

Node Provider(s)

refers to the third-party with the authority to grant Node Licenses for a specific blockchain network. The Company acts

	as an intermediary between the Node Provider and the User that purchases the Node License.
Personal Data	means any information relating to an identified or identifiable natural or legal person, an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
Platform	means the SWØRN online platform where the Services are offered by the Company.
Privacy Notice	means the Privacy Notice of the Company available at www.swornlab.com/privacy-notice.pdf.
Service(s)	means the services provided by the Company through the operation of the Platform that are (i) the sale of node licenses and (ii) the delegation of their operation and maintenance.
Terms of Sale	refers to these Terms of Sale applicable to the purchase of Node Licenses.
Terms of Service	means the Terms of Service of the Company available at http://www.swornlab.com/terms-of-service.pdf
Third-Party(-ies)	means any natural and/or legal person who is not the Company, a User or a Third-Party Service provider.
Third-Party Service Provider	means the entity which has been engaged or commissioned by the Company to carry out services on its behalf.
User(s)	means any natural person acting on his/her own behalf or any natural person acting on behalf of a legal person who makes use of the Platform which is available on the Website. The User is also referred to as "**You**" or "**you**" as well as "**your**" or "**Your**".
User Account	means the personal account created upon your registration with the Platform.
Website	means the website of the Company and through which the Platform is available. The Website is available on this URL: www.swornlab.com