

TERMS OF SERVICE

SWØRN

Date: **October 3rd, 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 use (together with all appendices and exhibits hereto, which are hereby incorporated by reference, these “**Terms**”, “**Terms of Services**,” 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 access and use SWØRN Platform (the “**Platform**”) and related services provided by the Company (the “**Services**”).

2. ACCEPTANCE OF TERMS

By accessing, using or interacting with the Services in any way, including by browsing or using any of the features available on the Platform, You represent that you have read, understand, acknowledge, and agree that You are entering into a binding legal agreement with us that includes these Terms and the Privacy Notice in their entirety. If you do not agree to be bound, you are not authorized to access, and should not use, any of the Services.

3. DEFINITIONS

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

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

4. THE PLATFORM AND THE SERVICES

4.1. THE PLATFORM

The SWØRN Platform (the “**Platform**”) is a service that allows Users to purchase node licenses (the “**Node Licenses**”) and operate nodes (the “**Nodes**”) across various blockchain environments. The Platform also enables Users to delegate the maintenance and operation of these Nodes to the Company, which may further delegate these tasks to third-party service providers.

The purpose of the Platform is to facilitate user participation in decentralized blockchain networks, providing an accessible way to engage with and contribute to these networks without requiring direct technical involvement.

4.2. THE SERVICES

The Platform enables Users to engage in the following Services:

1. **Purchase of Node Licenses:** Users can acquire licenses granting them the right to operate blockchain Nodes within the SWØRN ecosystem, across partnering blockchain networks. The

license purchase is a contractual agreement allowing Users to participate in the blockchain's operations, subject to compliance with the Platform and the blockchain network's rules and technical requirement.

2. **Delegation of Node Maintenance and Operation:** the Platform allows Users to delegate, subject to the terms of the Node-as-a-Service (NaaS) agreement, the technical aspects of maintaining and operating their Nodes to the Company or third-party service providers participating in the Platform. This service ensures that Users can participate in the network without needing direct involvement in the day-to-day operation and upkeep of the nodes.

To access and utilize the Services provided by the Platform, Users are required to complete a registration process and create a user account (the "**Account**").

5. REGISTRATION PROCESS

5.1. ELIGIBILITY

To register and use the Services provided by the Company, Users must meet the following eligibility criteria:

1. **Age requirement:** Users must be at least 18 years old or the legal age of majority in their jurisdiction, whichever is greater, to register and utilize the Platform.
2. **Legal capacity:** Users must have the legal authority and capacity to enter into binding contracts under applicable law. By registering, Users confirm that they are not prohibited from using the Platform under the laws of their jurisdiction.
3. **Jurisdictional compliance:** the Platform may restrict or limit access to its services based on geographic location. Users must ensure that using the Platform complies with all local laws and regulations in their jurisdiction.
4. **Prohibited users:** individuals or entities that are subject to sanctions or restrictions by regulatory authorities, including those appearing on international sanctions lists, are not eligible to use the Platform. The Platform reserves the right to screen and restrict access based on applicable sanctions laws.
5. **Accurate information:** during the registration process, Users must provide accurate, current, and complete information. Any false or misleading information may result in suspension or termination of the user account.

5.2. ACCOUNT CREATION

To access and utilize the Services provided by the Sworn Platform, Users must create an Account.

The account creation process involves the following steps:

1. **Google Account Connection:** Users are required to authenticate their identity by connecting their Google account during the registration process. This connection allows the Platform to collect and store relevant information, as outlined in the Platform's Privacy Policy. Users must ensure their Google account is active and valid to maintain access to the Platform.
2. **EVM-Compatible Wallet Connection:** during the registration process, Users may choose to connect an EVM-compatible wallet to their Account or save this step for later. The connected wallet will facilitate blockchain-related transactions and interactions on the Platform.
 - o **Wallet Generation:** If a User does not have an EVM-compatible wallet, the Platform will generate one on their behalf. The wallet will be provided by a third-party service provider and the terms and conditions of the wallet provider will apply. Users are responsible for reviewing and accepting these terms.

- **Optional Wallet Connection:** Users who opt not to connect a wallet during registration can do so later to enable certain blockchain-related services on the Platform.
3. **Disconnection of Accounts or Wallets:** Users may disconnect their Google account or wallet from the Platform at any time. However, doing so may limit access to certain Services, and reconnection may be required to regain full functionality.

5.3. ACCOUNT RESPONSIBILITY AND SECURITY

Users are solely responsible for all activities that occur under their Account and wallets and must ensure the security and confidentiality of their login credentials and any connected wallets. Users may not transfer or sell their Account to another party under any circumstances.

In the event of unauthorized access or any suspicious activity, Users must notify the Platform immediately. Users will be held accountable for any consequences arising from failure to secure their Account.

We reserve the right to disable or suspend any User Account at any time, without prior notice, if, in our opinion, the User has failed to comply with these Terms or if the security of the Account is compromised. This action is taken to protect the security and integrity of the Platform and its Users.

6. SALE OF NODES

Through the Platform, Users can purchase licenses for validator Nodes or oracle Nodes on different blockchain networks available on the Platform. In facilitating these transactions, the Company acts as a reseller of the Node licenses needed to operate Nodes on the underlying blockchain networks.

It is important to note that the specific terms governing each Node license may differ depending on the blockchain network, and 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.

6.1. PURCHASING NODE LICENSES

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.

6.2. PAYMENT OPTIONS

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.

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.

6.3. ALL SALES FINAL

Once a purchase is confirmed, it is considered final. No refund or exchanges will be provided, except where required by law.

6.4. USING YOUR NODE LICENSES

By acquiring Node licenses, Users gain access to blockchain resources, but they must comply with the following usage restrictions:

- a) **No redistribution or resale:** Node licenses purchased through the Platform are for personal use only. Users are not permitted to resell, sublicense, or redistribute them to third parties.
- b) **Non-commercial use:** unless explicitly authorized, Users may not exploit their Node licenses for commercial purposes beyond personal use.

USERS ARE ALSO RESPONSIBLE FOR ENSURING THEIR USAGE COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS, AS WELL AS THE SPECIFIC TERMS OF THE BLOCKCHAIN NETWORK ASSOCIATED WITH THE LICENSE.

7. MAINTENANCE AND OPERATION OF NODES

Users who purchase Node licenses through the Platform are responsible for the maintenance and operation of their Nodes. However, the Platform offers an option for Users to delegate these responsibilities to the Company, providing a streamlined solution for node management.

7.1. NODE-AS-A-SERVICE (NAAS) AGREEMENT

Users have the option to delegate the maintenance and operation of their Nodes to the Company. This delegation covers all essential tasks required for the Node's proper functioning, including software updates, upgrade, maintenance, monitoring, and technical troubleshooting. By opting for this service, a NaaS Agreement is established between the Company and the User.

7.2. COMPANY'S ROLE AND RESPONSIBILITIES

By opting for delegation, Users authorize the Company to manage all operational aspects of their Node(s), based on the Delegation Agreement. The Company may further delegate these responsibilities to third-party service providers. The Company will act in good faith to ensure the continuous operation and security of the Nodes.

7.3. REWARDS DISTRIBUTION

Users will retain full ownership of and control over the rewards generated by their Nodes. These rewards will be sent directly in crypto to the User's wallet by the blockchain networks, either the one they connected with the Platform or the one generated through the Platform. The Company has no claim to these rewards and acts solely as a facilitator for the Node's operation.

7.4. SCOPE OF SERVICES

The delegation of maintenance and operation does not transfer ownership or control of the Node license to the Company. Users maintain ownership of their Node licenses and wallets at any time but authorize the Company to handle the operational tasks on their behalf.

The Company is not liable for any loss or downtime caused by factors beyond its reasonable control, including network issues or force majeure events.

In no event shall the Company be held liable for missed rewards (lost chance) by the Users.

7.5. FEES FOR NODE OPERATION SERVICES

Any fees related to the delegation of Node maintenance and operation will be clearly presented on the Platform before the User confirms their delegation choice. By proceeding, the User agrees to pay the specified fees at the time of delegation, which will also be outlined in the NaaS Agreement.

7.6. USER RESPONSIBILITY

Even when delegating Node maintenance and operation, Users remain responsible for ensuring compliance with all applicable laws, regulations, and the terms governing the blockchain network on which their Nodes operate and/or applicable at Users' place of residence.

7.7. TERMINATION OF DELEGATION

Users may terminate the delegation of their Node's maintenance and operation by providing a notice of through the Platform, according to the terms of the NaaS Agreement. Upon termination of the NaaS Agreement, the Company will return full operational control of the Node to the User. The Company will use its best efforts to complete this transfer promptly, subject to the condition that the User has the necessary technical capabilities to assume control of the Node. The Company will not be liable for any delays or issues in returning the Node that result from the User's lack of required technical functionalities or other factors beyond the Company's reasonable control.

8. USE OF THE SERVICES AND THE PLATFORM

8.1. ACCESS AND USE

Users are granted a limited, non-exclusive, non-transferable, and revocable right to access and use the Platform and its services in accordance with these Terms.

Users must comply with all applicable laws, regulations, and the specific terms related to the services or licenses they acquire through the Platform.

Access to certain features of the Platform may require Users to create an account, provide accurate information, and maintain the security of their login credentials.

The Platform may be updated, modified, or discontinued at any time without notice to Users, and the Company is not responsible for any interruptions in service.

For Users who maintain control of their Nodes and do not delegate management and operation to the Company, they must ensure that any blockchain transactions facilitated through the Platform are properly executed. This includes using compatible wallets and software and taking responsibility for Node maintenance and performance.

8.2. PROHIBITED USES

You agree not to use the Platform or its Services for any purpose that is unlawful, prohibited by these Terms, or otherwise inconsistent with the intended use of the Platform. Without limitation, you agree not to:

1. use the Platform or any of its Services for any unlawful purpose or in violation of any applicable laws or regulations;
2. attempt to gain unauthorized access to any part of the Platform, other User Accounts, or systems connected to the Platform, or interfere with the security of the Platform;
3. redistribute, resell, or sublicense any aspect of the services provided by the Platform, including Node licenses, without explicit permission;
4. use the Platform for any commercial purpose beyond the scope of personal use, unless expressly authorized by the Company;
5. transmit any viruses, malware, or other harmful code that could disrupt the functionality of the Platform or damage any User's access;
6. engage in any activity that imposes an unreasonable or disproportionately large load on the Platform's infrastructure;
7. attempt to reverse-engineer, decompile, or otherwise extract the source code of the Platform or any related software;
8. copy the Platform Content, wireframes, and/or these Terms, the Privacy Notice, the NaaS Agreement in any way.

Any violation of this clause may result in immediate suspension or termination of your Account, and, if necessary, legal action. The Company reserves the right to investigate any suspected violations and cooperate with law enforcement authorities as necessary.

9. PROHIBITION OF WEB SCRAPPING AND AUTOMATED DATA COLLECTION

You are expressly prohibited from using any automated means, including but not limited to bots, spiders, crawlers, or scrapers, or artificial intelligence (AI) models, to access, extract, or collect data or content from the Platform for any purpose without our prior written consent. This includes the use of machine learning models, AI-driven data extraction tools, or any other automated systems designed to gather information from the Platform for any purpose, including but not limited to data mining, training AI models, competitive analysis, market research, or content reproduction. Unauthorized data collection, scraping, or use of Platform content to train or refine AI models may result in immediate suspension or termination of access, legal action, and/or other remedies available under the law.

10. PAYMENTS

Users can pay for services on the Platform using either fiat currencies or cryptocurrencies, as outlined below:

10.1. PAYMENTS IN FIAT CURRENCY

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 Services 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.

10.2. PAYMENTS IN CRYPTOCURRENCIES

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.

Due to the nature of blockchain transactions, payments made in cryptocurrency are generally

irreversible. Refunds, if applicable, will be processed in accordance with the Platform's refund policy and may be subject to specific conditions, including KYC, in order to comply with AML requirements.

The Company reserves the right to proceed to a KYT 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.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. OWNERSHIP OF PLATFORM CONTENT

All content available on the Platform, including but not limited to text, graphics, logos, icons, images, software, audio clips, video, and digital downloads, as well as the underlying code and technology (collectively, the "**Platform Content**"), is the exclusive property of the Company or its licensors and is protected by copyright, trademark, and other intellectual property laws.

11.2. LICENSE TO USE

The Company grants Users a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform and its content solely for personal, non-commercial purposes, in accordance with these Terms. This license does not grant Users any ownership or rights to the intellectual property contained in the Platform, and all rights not expressly granted are reserved by the Company.

11.3. PROHIBITED USE OF INTELLECTUAL PROPERTY

In particular, but without limitation, Users are not permitted to:

- copy, modify, reproduce, distribute, display, perform, or create derivative works from any Platform Content without prior written permission from the Company or its licensors and/or these Terms, the Privacy Notice, the NaaS Agreement in any way; or
- use any trademarks, logos, or service marks displayed on the Platform without prior authorization from the Company or the rightful owner.

11.4. USER-GENERATED CONTENT

Any content, data, or materials that Users submit, post, or otherwise make available on the Platform (collectively, "**User Content**") remains the property of the User. However, by submitting User Content to the Platform, Users grant the Company a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, distribute, and display such User Content in connection with the operation of the Platform.

11.5. THIRD-PARTY INTELLECTUAL PROPERTY

The Platform may contain content or links to content that is the intellectual property of third parties. All rights to such third-party content remain with the respective owners, and Users agree to comply with any terms governing the use of such content.

11.6. VIOLATION OF INTELLECTUAL PROPERTY RIGHTS

Any unauthorized use of the Platform's intellectual property or any third-party intellectual property may result in the suspension or termination of User access to the Platform, as well as potential legal action.

12. BREACH OF THE TERMS

Breach of these Terms may, in our sole discretion, result in termination of your Account. Furthermore, we reserve the right to investigate and prosecute violations of any of these Terms, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms.

You acknowledge that we have no obligation to prescreen or monitor your access to or use of our Services or any information, materials or other content provided or made available through our Service but has the right to do so. You hereby agree that we may, in the exercise of our sole discretion, remove or delete any data, Accounts or other content that violates these Terms or that is otherwise objectionable.

13. TERMINATION

13.1. TERMINATION BY USERS

Users may terminate their use of the Platform and its Services at any time by discontinuing access and ceasing to use the Platform. However, termination of use does not affect the validity of any node licenses that have been purchased, as node licenses are granted by the blockchain networks for an unlimited period of time unless otherwise stated.

13.2. TERMINATION BY THE COMPANY

The Company reserves the right to terminate or suspend access to the Platform or its Services, including the delegation of Node maintenance and operation, if:

- i. the User violates these Terms, the Swørn Charter, the terms of the licenses, the terms of the NaaS Agreement, or any applicable laws or regulations;
- ii. the User engages in fraudulent, abusive, or harmful behavior that negatively impacts the Platform or its Users; or
- iii. it becomes necessary to comply with legal or regulatory requirements, or to protect the security and integrity of the Platform.

Termination or suspension may occur without prior notice if the nature and severity of the User's infringement warrant immediate action. In less severe cases, the Company will provide reasonable notice before terminating or suspending access, giving the User an opportunity to remedy the violation where possible.

In such cases, the Company may terminate the Delegation Agreement with the User, and control over the Node(s) will revert to the User, subject to the User's technical capability to manage the Node(s) independently.

13.3. EFFECT OF TERMINATION ON NODE LICENSES

Node licenses purchased by Users are generally for an unlimited period and remain valid even after the termination of a User's account or access to the Platform, unless otherwise specified in these license terms or required by law.

Termination of the User's access does not revoke the ownership of the Node license; however, any ongoing Services, such as the Node-as-a-Service, will cease. Users will have to deploy their Nodes on a different service provider to continue generating rewards.

In the event of termination of User's access, the Company shall in no event be liable for missed rewards by the Users.

13.4. DELEGATION TERMINATION

Users who wish to terminate the delegation of Node maintenance and operation must provide the required notice in accordance with the delegation terms (see Clause 7) and Delegation Agreement. Upon termination, the Company will return full operational control of the Node(s) to the User, provided the User has the technical capacity to manage the Node(s).

13.5. NO REFUNDS

Termination of access to the Platform or termination of the delegation services does not entitle the User to any refund of fees paid for services, Node licenses, or delegation.

13.6. SURVIVAL OF OBLIGATIONS

Provisions of these Terms that by their nature should survive termination, including but not limited to those regarding ownership of intellectual property, limitation of liability, indemnification, and governing law, shall remain in effect after termination of the agreement.

14. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE".

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM, ITS SERVICES, AND THE WEBSITE.

THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE RELIABILITY, TIMELINESS, QUALITY, ROBUSTNESS, SECURITY, SUITABILITY, OR AVAILABILITY OF THE PLATFORM, ITS SERVICES, OR THE WEBSITE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES IT GUARANTEE THE QUALITY, ROBUSTNESS, SECURITY, OR SUITABILITY OF ANY SERVICES PERFORMED ON BEHALF OF OR FOR USERS. **YOU ACKNOWLEDGE THAT YOUR USE OF THE PLATFORM AND THE SERVICES, INCLUDING THE PURCHASE OF NODE LICENSES, IS AT YOUR SOLE RISK AND THAT THE COMPANY IS NOT LIABLE FOR QUALITY OR VALUE OF REWARDS THE BLOCKCHAIN NETWORKS PROPOSING NODE SALES THROUGH THE PLATFORM.**

FURTHERMORE, **YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES IS RESPONSIBLE FOR THE ACCURACY, FITNESS, APPROPRIATENESS, OR AVAILABILITY OF ANY CONTENT RELATED TO NODES, BLOCKCHAIN NETWORKS, REWARDS, OR SERVICES OFFERED THROUGH THE PLATFORM.** THE COMPANY DOES NOT GUARANTEE THE PERFORMANCE, SECURITY, OR COMPATIBILITY OF NODES WITH SPECIFIC BLOCKCHAIN NETWORKS OR ENVIRONMENTS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS, INJURIES, DAMAGES, OR LOSSES ARISING FROM THE ACTIONS OR OMISSIONS OF ANY USER, THIRD-PARTY SERVICE PROVIDER, OR ANY ISSUES RELATED TO THE FUNCTIONALITY OR OPERATION OF NODES OR BLOCKCHAIN NETWORKS ACCESSED THROUGH THE PLATFORM.

YOU AGREE NOT TO HOLD THE COMPANY LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CONSEQUENCES RESULTING FROM YOUR USE OF THE PLATFORM, THE SERVICES, ANY BLOCKCHAIN-RELATED SERVICES, OR ANY TRANSACTIONS, INCLUDING THOSE INVOLVING NODE LICENSES OR BLOCKCHAIN NETWORKS, MADE THROUGH THE PLATFORM. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DISRUPTIONS, SECURITY BREACHES, OR TECHNICAL FAILURES WITHIN THE BLOCKCHAIN NETWORKS OR NODES CONNECTED TO THE PLATFORM.

ANY WARRANTY, CONDITION OR OTHER TERM ARISING OUT OF OR IN CONNECTION WITH THE SERVICES WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THESE TERMS BY STATUTE, COMMON LAW, LAWS APPLICABLE IN THE COUNTRY WHERE THE SERVICES ARE USED OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED TERM AS TO QUALITY, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL) IS HEREBY EXPRESSLY EXCLUDED.

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, OR WITH ANY THIRD PARTY IN CONNECTION WITH THE PLATFORM OR ITS SERVICES (INCLUDING BLOCKCHAIN SERVICES, NODES, OR TRANSACTIONS RELATED TO BLOCKCHAIN NETWORKS), YOU AGREE 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 ANY KIND OR NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ATTORNEYS' FEES, EXPERTS' FEES,

INTERNAL COSTS, AND COURT EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED TO SUCH DISPUTES.

15. DOWNTIME

Since many of the Services, including blockchain-related services and Node operations, are web-based, they may be subject to temporary downtime. From time to time, we may also update, maintain, or perform other actions that could result in the Platform or blockchain services being unavailable for a certain period of time.

We do not warrant that the Platform, blockchain services, or Node-related services will operate uninterrupted or error-free. We are not responsible for any damages or losses suffered as a result of any failure or interruption of the Platform, blockchain services, or Node operations, including the suspension of access to the Platform, suspension of your account, or the inability to benefit from the Services due to downtime or technical issues. This includes any direct or indirect damage resulting from interruptions in these Services.

16. USER RESPONSIBILITY FOR UPDATES AND COMPATIBILITY

16.1. PLATFORM COMPATIBILITY AND UPDATES

Users are solely responsible for ensuring that their devices, software, and wallets they connect to the Platform remain compatible with the Platform and its Services. This includes regularly updating any connected wallets, browsers, and other tools necessary for interacting with the Platform. The Company is not responsible for any disruptions or limitations in service arising from the User's failure to update or maintain compatibility with the Platform.

16.2. WALLET INTEGRATION

Users are responsible for ensuring that any wallets they connect to the Platform, including EVM-compatible wallets, are properly integrated and up to date to facilitate transactions. Any failure to do so may result in failed transactions, delays, or loss of access to certain Services. The Company is not liable for any losses or damages arising from the User's failure to maintain a compatible and secure wallet connection.

16.3. NODE OPERATION AND MAINTENANCE

For Users who choose to operate Nodes independently (without delegation), full responsibility for the maintenance, operation, and security of the Node lies with the User. This includes, but is not limited to, ensuring that the Node is updated, secure, and functioning in accordance with the requirements of the applicable blockchain network and the Platform. The Company will not be held liable for any issues, losses, or damages arising from the User's failure to properly maintain their Node or ensure its compatibility with the Platform.

16.4. NO LIABILITY FOR USER FAILURE

THE COMPANY IS NOT LIABLE FOR ANY DISRUPTIONS, LOSSES, OR DAMAGES THAT RESULT FROM THE USER'S FAILURE TO UPDATE, MAINTAIN, OR ENSURE COMPATIBILITY WITH THE PLATFORM, WALLET INTEGRATION, OR NODE OPERATION. THE USER ACCEPTS FULL RESPONSIBILITY FOR ALL ACTIONS, TRANSACTIONS, AND CONSEQUENCES RESULTING FROM THEIR FAILURE TO FULFILL THESE RESPONSIBILITIES.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND THE PLATFORM IS AT YOUR OWN RISK. THIS CLAUSE DOES NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE OR FRAUD BY THE COMPANY.

17.1. ACTIVITIES ON THE PLATFORM

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS AFFILIATES, OR ANY PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: (I) YOUR INABILITY TO USE THE PLATFORM, RUN YOUR NODES OR ACCESS THE SERVICES; (II) THE LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR CONTENT; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT, DATA, OR CONTENT; (IV) ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE SERVICES; (V) UNEXPECTED DOWNTIME, SERVICE INTERRUPTIONS, OR ANY TECHNICAL ISSUES AFFECTING THE PLATFORM; (VI) ANY OTHER ISSUES OR DAMAGES RELATED TO YOUR USE OF THE PLATFORM OR SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE THE COMPANY (INCLUDING ITS AFFILIATES, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, PARTNERS, LICENSORS, AND SUPPLIERS) FROM ANY CLAIMS, DAMAGES, OR LIABILITIES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING OUT OF OR RELATED TO YOUR USE OF, OR INTERACTION WITH, THE PLATFORM, THE SERVICES, OR ANY RELIANCE ON INFORMATION PROVIDED THROUGH THE PLATFORM.

THE COMPANY, TO THE EXTENT PERMITTED BY LAW, EXCLUDES:

(I) ALL IMPLIED CONDITIONS, WARRANTIES, OR OTHER TERMS THAT MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW, OR EQUITY; AND
(II) ANY LIABILITY FOR DIRECT, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, PERSONAL INFORMATION, BUSINESS, PROFITS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS), WHETHER ARISING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY USER OR THIRD PARTY IN CONNECTION WITH THE PLATFORM OR THESE TERMS.

YOU ASSUME FULL RESPONSIBILITY FOR ANY DECISIONS, RISKS, AND CONSEQUENCES ARISING FROM YOUR USE OF THE PLATFORM AND THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY TRANSACTIONS MADE THROUGH THE PLATFORM. YOU WARRANT THAT YOU WILL NOT HOLD THE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES THAT RESULT FROM THESE DECISIONS OR RISKS.

BY USING THE PLATFORM, YOU ACKNOWLEDGE AND UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH WEB-BASED SERVICES, BLOCKCHAIN TECHNOLOGY, AND DISTRIBUTED LEDGER TECHNOLOGY (DLT). YOU EXPRESSLY ASSUME THESE RISKS AND AGREE NOT TO HOLD THE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH RISKS OR FROM ANY OTHER COMMON RISKS RELATED TO THE USE OF DLT SYSTEMS.

17.2. 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 BLOCKCHAIN NETWORKS, 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 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;

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.

17.3. 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 use of the Platform or the Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid by You, if any, for accessing the Services during the twelve (12) months preceding the claim.

17.4. 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.

17.5. THIRD-PARTY CONTENT AND LINKS

The Company shall not be responsible for the actions, content, terms, policies, or performance of any third-party service providers or websites linked to or associated with the Platform. The inclusion of links does not imply endorsement, and the Company disclaims any liability related to third-party content, advertisements, or agreements.

17.6. LEGAL RISKS

Generally, the regulation related to the operation of the Platform, as well as the regulation of blockchain technologies, is evolving rapidly. These foregoing regulations can also vary significantly among international jurisdictions. Such regulations are therefore subject to significant uncertainty.

Such laws, regulations or directives may conflict with the Company's current understanding of the legal landscape or may directly and negatively impact the Services blockchain as well as the Collateral. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Company.

17.7. FILING OF CLAIMS

ANY CLAIMS 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-BARRERED, AND YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO SEEK REDRESS FOR THE ALLEGED LIABILITY.

18. 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 Services;
- 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.

19. CHANGES TO TERMS

The Company reserves the right to modify these Terms at any time, as it deems necessary or appropriate. Continued use of the Platform after any changes constitutes acceptance of the revised Terms.

The User agrees that, to the extent permitted by law, all modifications to these Terms will be effective and enforceable immediately upon posting, unless otherwise specified. Any updated version of these Terms will replace all prior versions upon posting, rendering previous versions legally ineffective unless the new version explicitly states otherwise.

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.

20. MISCELLANEOUS / GENERAL PROVISIONS

20.1. ENTIRE AGREEMENT

These Terms and the Privacy Notice, as amended by the Company from time to time, constitute the entire agreement between the parties, superseding all prior agreements, representations, and understandings related to the subject matter.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. GOVERNING LAW AND JURISDICTION

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

Any dispute regarding these Terms, the Platform and its Functionalities 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*).

21. 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.

22. CONTACT US

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

- admin@swornlab.com
- Sworn Lab Ltd
Route de Gilly 30
1180 Rolle
Switzerland

ANNEX 1

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.
Confidential Information	means information, idea, concept, material or any other Company's data, not yet entered into the public domain, whether it has been communicated orally or in writing, including but not limited to all information regarding the Company's business, concept or business model, all trade secret, all price lists and User's data, including and in particular the Transaction.
DLT	refers to Distributed Ledger Technology.
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.

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
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.
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