Terms of Services

These Terms of Services for Chainode Tech ("**Terms**") between Chainode Tech GmbH, a private limited company in Baar, Switzerland ("**Chainode**") and the user ("**User**") governs the services of Chainode as defined in Article 2 hereinafter.

By delegating Tokens to Chainode, User agrees to be bound by these Terms (= conduct implying an intent). If User does not agree to, understand, or cannot comply with, these Terms, User must not delegate its Tokens to Chainode. As such, please read these Terms carefully before delegating Tokens to Chainode.

Please contact us at contact@chainode.tech for any questions or issues.

NOW, THEREFORE, in consideration of the mutual agreements contained below, Chainode and User hereby agree as follows:

ARTICLE I: DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Certain Definitions and Rules of Interpretation. The terms defined in this Section 1.1, whenever used in these Terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

"Block Rewards" are additional tokens that are newly minted as an increase to the total supply of tokens.

"Disputes" has the meaning assigned to such term in Section 6.2.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self- regulatory organization.

"**hereof,**" "**herein,**" "**hereunder,**" "**hereby**" and words of similar import will, unless otherwise stated, be construed to refer to these Terms as a whole and not to any particular provision of these Terms.

"**include(s)**" and "**including**" shall be construed to be followed by the words "without limitation" unless the context requires otherwise.

"**Laws**" means all laws, statutes, legal requirements, ordinances, rules, rulings, regulations, judgments, injunctions, orders and decrees enacted, promulgated or issued by any Governmental Authority.

"**Network**": A "Proof-of-Stake Network" is a digital blockchain ledger whereon transactions in digital tokens are recorded and stored as a result of the coordinated activities of a distributed, peer-to-peer network ("Network") of software clients ("Nodes") running a consensus protocol.

"**or**" shall be construed to be the "inclusive or" rather than "exclusive or" (i.e., shall be read as "and/or") unless the context requires otherwise.

"***Person***" means an individual or legal entity or person, including a government or political subdivision or an agency or instrumentality thereof.

"***Service Fees***" means the amount paid to Validator Nodes for exercising Users' Validation Rights on the Network. Service Fees are usually expressed as a percentage of the total Block Rewards and Transaction Fees earned.

"***Token***" means any amount (including any fractional amount) of digital tokens transacted in on the Network with transactions being recorded on the blockchain.

"***Transaction Fees***" means any amount of digital tokens paid to the Network by transactions. A part or the entire of digital tokens paid in that way may be distributed to Users exercising their Validation Rights and Validator Nodes on the Network.

"***User***" is a holder of Tokens who delegates Tokens to Chainode in order to be eligible to receive Block Rewards and Transaction Fees by exercising its Validation Rights on the Network.

"***Validator Node***". For purposes of network efficiency, only a limited number of Nodes are permitted to exercise Validation Rights on the Network at any given time.

"***Validation Rights***" Users owning Tokens native to a specific Network can participate in maintaining the Network, where the amount of Tokens owned in relation to the total supply of Tokens in the Network is indicative of their Validation Rights within the Network. Validation Rights can be delegated to Validator Nodes on the Network allowing any Token holder to participate in maintaining the Network.

The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of these Terms.

ARTICLE II. CHAINODE SERVICES

Section 2.1 Services. Chainode operates the software and infrastructure necessary to run a Validator Node on the Network. During the times that Chainode is selected on the Network to run a Validator Node, Chainode provides services to the User by enabling the User to exercise its Validation Rights on the Network through Chainode's Validator Node in exchange for Service Fees. The User is a holder of Tokens who delegates tokens to Chainode in order to be eligible to receive Block Rewards and Transaction Fees by exercising its Validation Rights on the Network.

Section 2.2 Chainode' Responsibility. Subject to these Terms, including the User Eligibility Conditions, during the times, if any, that Chainode is among the Persons selected on the Network to operate a Validating Node, Chainode will use commercially reasonable efforts to operate the Validating Node in a manner intended to facilitate the exercise, through the Validating Node, of User's Validation Rights with respect to the Tokens of User, if any, that are Delegated to Chainode as of such times (such operation of the Validating Node, the "***Services***"). Chainode operates the Service in a diligent and professional manner in accordance with applicable industry standards.

Section 2.3 Conditions Precedent to Chainode's Obligations to Perform Services.

(a) Chainode shall not have any obligation to perform the Services at any time if any one or more of the following conditions precedent is not satisfied as of such time:

1. the representations and warranties of User set forth in Article III hereinafter are accurate and complete as of all times on and after agreeing to these Terms while User has Validation Rights that are Delegated to Chainode;
2. Chainode is included in the Maximum Validator Number of Persons selected to operate a Validator Node on the Network; and
3. neither User's Delegation of its Validation Rights to Chainode, nor Chainode's performance of Services for User, constitute, or would be reasonably expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any Law applicable to User or Chainode, or contract or agreement to which User or Chainode is a party or by which User or Chainode is bound, including these Terms and the Network Agreements.

User acknowledges and agrees that the technologies and activities involved in the Network are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the application of existing Law thereto. Accordingly, without limiting the generality of the foregoing or any other provision of these Terms, circumstances under which one or more of the aforementioned conditions precedents may fail to be satisfied or Chainode have a claim against User for an improper Delegation include, but are not limited to:

- that tokens, one or more tokens involved in the Network are determined under any potentially applicable Law to constitute securities and the activity of serving as a Validating Node therefore may require certain registrations, licenses, or permits not possessed by Chainode;
- that User is or becomes subject to sanctions (such as by having been added to the "OFAC list") imposed by any relevant Governmental Authority; and
- that under relevant anti-money laundering, "know-your-customer" or similar rules or regulations, Chainode is deemed to have a "money transmitter" or similar status, but cannot reasonably comply with the associated obligations due to the decentralized, open-source, permissionless design of the Network.

(b) User acknowledges and understands that, due to the permissionless, decentralized design of the Network:

- any Person holding tokens can anonymously Delegate their Validation Rights to Chainode on the Network, and accordingly Chainode does not under ordinary circumstances have an ability to prevent any such Person from receiving the Services; and
- Chainode may be unable to ascertain important information regarding User, including User's name, country of origin, country of residence, age, good standing, legal status, affiliations, entity type and criminal history.

Accordingly, there may be periods of time during which one or more of the conditions described in clause "(a)" above is not satisfied, but Chainode is unaware of such fact and continues rendering Services to User.

(c) In the event that User could reasonably expect that any of the conditions described in clause "(a)" above is not satisfied prior to Delegating Validation Rights to Chainode, User shall not Delegate any Validation Rights to Chainode and, in the event that, after Delegating any Validation Rights to Chainode, User could reasonably expect that any of such conditions has ceased to be satisfied, User shall immediately revoke such Delegation.

(d) Without limiting the generality of Section 8.9, User acknowledges and agrees that the Network shall not be deemed to have waived any of the conditions described in clause "(a)" above, or waived or released any claim, right, power, privilege or remedy related thereto, by virtue of providing Services to User while having no specific knowledge that such condition is not satisfied with respect to User, and may terminate its Services to User after learning of such non-satisfaction regardless of how long such condition has not been satisfied. User may be liable to Chainode to monetary or other damages in the event that User Delegates its Validation Rights to Chainode, or fails to revoke such a Delegation that was previously made, when any of the conditions described in clause "(a)" above is not satisfied.

Section 2.4 No Guarantee of Validator Node Status. There can be no guarantee or assurance that, and Chainode is not making any representation, warranty or promise to the effect that, Chainode will serve as a Validator Node at all or for any particular period of time. Chainode's failure to become or remain a Validator Node shall not constitute a breach of any provision of these Terms or otherwise give rise to any liability or obligation of Chainode to User.

Section 2.5 Fork Handling. The Network, like other decentralized, open-source blockchains and blockchain protocols, may be subject to "forks." Forks occur when some or all Persons running the software clients for a particular blockchain adopt a new client or a new version of an existing client that: (a) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (b) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are "contentious" and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. Chainode may not be able to anticipate, control or influence the occurrence or outcome of forks of the Network or other blockchains, and does not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, Chainode does not assume any responsibility notify User of pending, threatened or actual forks. Chainode will respond to any forks as Chainode determines in its sole and absolute discretion, and Chainode shall not have any obligation or liability to User if such response benefits Chainode to the detriment of User. Without limiting the generality of the foregoing, Chainode's possible and permissible responses to a fork include, among others: (i) continuing to serve as a Validating Node on both chains; (ii) serving as a Validating Node only on one chain; (iii) ceasing to be a Validating Node on both chains; or (iv) switching from serving as Validating Node on one such chain to serving as a Validating Node on the other, or vice versa, based on various factors. In the event of a fork of the Network, it is possible (but not guaranteed) that the same number of tokens/Validation Rights that were bonded/Delegated to Chainode on the original chain will by default be bonded/Delegated to Chainode on the forked chain. In the event that Chainode does not choose to support both chains, User's Validation Rights and Voting Rights may go unexercised on the chain Chainode does not support, and User may temporarily or permanently lose tokens, Block Rewards or Transaction Fees on the unsupported chain. User assumes full responsibility to independently remain apprised of and informed about possible forks, and to manage User's own interests in connection therewith, including by potentially

retracting a Delegation to the public key of Chainode's Validator Node on a fork that Chainode does not support.

Section 2.6 Selective Code Deference. Except as otherwise set forth in these Terms, as between Chainode and User, the results of operation of the Network shall be determinative of the rights and obligations of, and shall be final, binding upon and non-appealable by, each of the parties to these Terms. Without limiting the generality of the foregoing, User acknowledges and agrees that the taking of any action or the exercise by Chainode of any right, power or privilege that is possible to be taken or exercised by a Validating Node on the Network shall not constitute a breach, violation or contravention of these Terms or any duty or obligation owed by Chainode to User, and that any portion of Block Rewards, Transaction Fees or other awards distributed to Chainode by operation of the Network constitute Service Fees and shall be the sole and exclusive property of Chainode, and User shall have no claim on, rights to or interests therein. Conversely, if there would otherwise be any legally binding contract or agreement between or involving User and Chainode that is implied by, or embodied in, the machine, assembly or other code involved in, or the results of operation of, the Network or any blockchain thereof that conflicts or is inconsistent in any respect with these Terms, these Terms shall prevail over such other contract or agreement.

ARTICLE III: REPRESENTATIONS AND WARRANTIES OF USER

User hereby represents and warrants to Chainode, as of the date of entering into these Terms and as of each date that User has any Validation Rights that are Delegated to Chainode:

Section 3.1 Status. If User is an individual, User is of legal age in the jurisdiction in which User resides and is of sound mind and body. If User is a business entity, User is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority for a business entity of its type to carry on its business as now conducted.

Section 3.2 Power and Authority. User has all requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform its obligations under these Terms. These Terms constitute a legal, valid and binding obligation of User enforceable against User in accordance with its terms.

Section 3.3 No Conflict; Compliance with Law. User entering into these Terms and User's Delegation of its Validation Rights to Chainode does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any Law, regulation, decree or legal restriction, tax regulation or obligation, or any order or judgment of any court or other agency of government applicable to User, or contract or agreement to which User is a party or by which User is bound. User confirms in particular that it will fully comply with all applicable laws and regulations, in particular the Swiss Anti-Money Laundering Act, the Swiss Banking Act, the Swiss Financial Services Act, the Swiss Collective Investment Schemes Act, and any other equivalent laws and regulations.

Section 3.4 Persons Subject to Sanctions. User is not, and is not owned or controlled by, or acting on behalf of, any other Person who is, identified on any list of prohibited parties under any Law or by any Governmental Authorities, such as, for example, the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of User's home country. User is not, and is not owned or controlled by,

or acting on behalf of, any other Person who is, located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region (including Sevastopol) or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. User's tokens are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any Law.

Section 3.5 No Claim, Loan, Ownership Interest or Investment Purpose. User understands and agrees that neither User's Delegation of Validation Rights and Voting Rights to Chainode, nor Chainode's provision of Services hereunder: (a) represents or constitutes a loan or a contribution of capital to, or other investment in, Chainode; (b) provides User with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, Chainode; or (c) creates or implies any fiduciary or other agency relationship between Chainode or any of its directors, officers, employees, agents or Affiliates and User or entitles User to any fiduciary duty or similar duty on the part any of the foregoing Persons. User is not entering into these Terms or Delegating Validation Rights or Voting Rights to Chainode for the purpose of making an investment with respect to Chainode or its securities, but solely wishes to receive the Services from Chainode. User understands and agrees that Chainode will not accept or take custody over any Block Rewards or Transaction Fees on behalf of User, and has no responsibility or control over whether the Network distributes Block Rewards or Transaction Fees to User. Chainode's sole obligation under these Terms is to perform the Services, upon the terms and conditions set forth in these Terms, which may, but is not guaranteed to, result in User receiving Block Rewards and Transaction Fees directly through the operations of the Network.

Section 3.6 Non-Reliance. User is knowledgeable, experienced and sophisticated in using and evaluating the Network and similar technologies. User has conducted its own thorough independent investigation and analysis of the Network and the other matters contemplated by these Terms in determining to Delegate any Validation Rights or Voting Rights to Chainode and enter into these Terms, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Chainode in connection therewith.

ARTICLE IV: LIMITED WARRANTY OF CHAINODE

CHAINODE REPRESENTS AND WARRANTS TO THE USER THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING ANY DATA SUBMITTED BY THE USER. THE USER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THESE TERMS, THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE BLOCKCHAIN DATA AND THE INFORMATION CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CHAINODE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL COMPLY WITH ANY OBLIGATIONS THAT USER MAY HAVE UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS AND CHAINODE SHALL NOT HAVE ANY LIABILITY OR BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, SLASHING PENALTIES, LOSSES, COSTS, OUT-OF-POCKET COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USER'S COMPLIANCE WITH ANY OBLIGATIONS UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS. WITHOUT LIMITING THE FOREGOING, CHAINODE DOES NOT REPRESENT OR WARRANT THAT (I) THE SERVICE WILL BE ERROR FREE, UNINTERRUPTED OR AVAILABLE AT ALL TIMES; (II) THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE

WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY USER. (III) USER ACKNOWLEDGES AND AGREES THAT TECHNICAL PROBLEMS MAY PREVENT CHAINODE FROM PROVIDING ALL OR ANY PART OF THE SERVICE AND (IV) EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION, MAKES NO WARRANTIES AND THE USER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICE AND CHAINODE HEREBY SPECIFICALLY DISCLAIMS, OVERRIDES AND EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, CONDITIONS, OTHER CONTRACTUAL TERMS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CHAINODE OR ANY OF ITS AGENTS OR AFFILIATES OR OTHERWISE (INCLUDING BUT NOT LIMITED TO, AS TO TITLE, SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, UNINTERRUPTED USE, NONINFRINGEMENT, TIMELINESS, TRUTHFULNESS, SEQUENCE AND ANY IMPLIED WARRANTIES, CONDITIONS AND OTHER CONTRACTUAL TERMS ARISING FROM TRANSACTION USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE).

ARTICLE V: LIMITATIONS OF LIABILITY

The User acknowledges and agrees that Chainode shall, to the extent permitted by law, not have any liability in or be responsible for any damages, liabilities, losses, costs, out of pocket costs or expenses (including attorneys' fees), whether direct, indirect, special, incidental, consequential, punitive or otherwise of any kind (including, without limitation, any loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or loss of, damage to or corruption of data), in each case arising under or related to claims of breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever with respect to these Terms, the Service, or any other matters or services contemplated hereby. Notwithstanding anything to the contrary herein and without limiting the foregoing, the User acknowledges and agrees, that Chainode shall not be held liable for: any loss or theft of digital assets including, but not limited to private keys; transaction errors done by the User; late execution or settlement of any transaction whatsoever; the incorrect booking of transactions or the presence of an error in ordering the booking of transactions in a blockchain; any security breach or weakness, bug, of any kind for a digital asset; any security breach or weakness, bug, of any kind in the technology stacks used including but not limited to programming languages and open-source libraries; any configuration or installation errors by the User.

Chainode's liability for damages under these Terms shall in any case be limited to, and under no circumstances shall exceed, the portion of Service Fees actually received by Chainode that demonstrably arose by virtue of the User's particular Delegation of its particular Validation Rights to Chainode.

ARTICLE VI: FEES

Chainode will receiving a Service Fee for providing its Services. This Service Fee is generally automatically charged and distributed to Chainode by the Network, with some exceptions on Networks that do not automate this process (e.g. Tezos, Mina, and Helium). The Service Fee is

encoded and recorded in the metadata of each Chainode Validation Node on the digital ledger of each respective Network and/or accessible through Network observation toolings (block explorers). It can also be accessed on the Chainode website at https://chainode.tech/

ARTICLE VII: TERM AND TERMINATION

The Service under these Terms will start on the Start Date. The Start Date of the Service is the date on which User first delegates any Token(s) to Chainode.

Either party may terminate these Terms: (a) at any time for any or no reason (i) on delivery of written notice of termination to the other Party, (ii) in the case of User, by removing (undelegating) their Tokens, or (iii) in the case of Chainode, by taking steps to shut down the Validator Node or, if technically possible, denying/terminating the delegation of Tokens of User to Chainode, (b) for good cause, with immediate effect, if the other party materially breaches a provision of these Terms; in each case, the termination is subject to any restrictions on termination provided in the Additional Terms and the terms of the Supported Blockchain.

Upon termination, the User shall (i) cease to use of the Service; (ii) initiate re-delegation and unbonding of the Tokens, as applicable; and (iii) pay to Chainode all fees and expenses outstanding through the termination date. Upon termination, Chainode shall pay to the User its attributable Block Rewards minus Chainode fees. Further, the termination of these Terms, for any reason, shall not affect the entitlement of Chainode to any fees and expenses due.

Upon termination of these Terms, all licenses to access and use the Services will likewise terminate, and User will immediately thereafter discontinue all such access and use.

Any obligations and duties that by their nature extend beyond the expiration or termination of these Terms will survive the expiration or termination of these Terms including, without limitation, accrued rights to payment, warranty disclaimers and limitations of liability.

ARTICLE VIII: MISCELLANEOUS

Section 8.1 Governing Law. These Terms shall be governed by and construed in accordance with the substantive laws of Switzerland.

Section 8.2 Juristiction. All disputes arising out of or in connection with these Terms, including disputes on its conclusion, binding effect, amendment and termination, shall exclusively be resolved by the ordinary courts at the seat of Chainode.

Section 8.3 Successors and Assigns.

1. These Terms shall inure to the benefit of the parties, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any Person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. User shall not share or provide a copy of, or transfer to, any Person the private key associated with any tokens with respect to which Validation Rights are Delegated to Chainode without notifying such Person that such Person shall be bound by and become a party to these Terms by virtue of making any use of such private keys while such Delegation remains in effect.

2. Except as set forth in Section 6.3(1), no rights, obligations or liabilities of User may be assigned, transferred or delegated to any Person without the prior written consent of Chainode. Chainode may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable Law.

Section 8.4 Entire Terms. These Terms constitute the entire terms between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 8.5 Severability. Should any part or provision of these Terms be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of these Terms shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection. The same shall apply if and to the extent that these Terms are found to contain any gaps or omissions.

Section 8.6 Notices. All notices under these Terms shall be made in writing (including e-mail). Notices will be deemed to have been duly given when received.

Section 8.7 Force Majeure. Chainode shall not incur any liability or penalty for not performing any act or fulfilling any obligation hereunder by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any Governmental Authority, any act of God or war or terrorism, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network the Network or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack, on the Network or any aspect thereof, or on the software and infrastructure that enables Chainode to operate the Validating Node.), it being understood that Chainode shall use commercially reasonable efforts, consistent with accepted practices in the industries in which Chainode operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

Section 8.8 Amendments. In justified cases, Chainode is entitled to modify these Terms at any time. Chainode shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the User unless an objection is raised in writing within one month of notification, but in any event when the service is first used. In the event of an objection, the client shall be free to terminate the business relationship with immediate effect subject to special agreements.

Section 8.9 No Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under these Terms, and no delay on the part of any Person in exercising any power, right, privilege or remedy under these Terms, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.