

TERMS OF USE

Last updated on 30 July 2026

These Terms of Use (hereinafter referred to as the “**Terms**”) define the rules for using of the Website <https://nownodes.io/> (hereinafter referred to as the “**Website**”), belonging to:

- **Tech Castle OÜ**, a legal entity, incorporated according to the laws of the Republic of Estonia, registration number: 14050527, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-301, 10152; or
- **Tech Crest Limited**, a legal entity, incorporated according to the laws of Hong Kong, registration number: 78287680, legal address: Unit 1603, 16/F, The L. Plaza, 367 - 375 Queen's Road Central, Sheung Wan, Hong Kong (hereinafter each entity referred to as “**NOWNodes**” or “**We**”, as context requires).

The services may, during a transitional period, be provided by either of the above entities, and reference to “**NOWNodes**” shall be deemed to either of the above entities, as applicable.

These Terms are limited to use of the Website only and do not apply to terms of services rendered by NOWNodes - these services are governed by the respective agreement published on the Website as well.

By accepting these Terms and using our Website, you agree to be legally bound by these Terms and all terms incorporated by reference. If you don't agree with these Terms or any of its clauses, you shall immediately cease to use our Website.

Please be aware that NOWNodes may revise these Terms from time to time. Therefore, the Terms may be changed or amended.

1. DISCLAIMERS

You expressly understand and agree that the Website is provided "as is" and "as available" without warranties of any kind, either express or implied.

To the fullest extent permissible pursuant to applicable law, NOWNodes makes no express warranties and disclaims all implied warranties regarding the Website or any applications or external sites, including implied warranties of merchantability, fitness for a particular purpose, non- infringement, correctness, accuracy, and reliability.

The Website is accessible 24 hours per day, 7 days per week. However, NOWNodes reserves the right, without providing notice, to temporarily suspend the Website or access to the Website in order to carry out work.

Without limiting the generality of the foregoing, NOWNodes do not represent or warrant to you that: (a) your use of the Website will meet your requirements, (b) your use of the Website will be uninterrupted, timely, secure, or free from error, (c) data provided through the Website will be accurate or (d) the Website or any content made available on or through the Website are free of viruses or other harmful components.

2. USE OF THE WEBSITE

Use of the Website constitutes an acceptance and confirmation of your consent to be bound by these Terms, all applicable laws, and regulations, and you agree that you are responsible for compliance with and that you are compliant with the applicable laws.

You agree to use our Website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any intellectual property or privacy law.

By accepting these Terms and using the Website, you represent and warrant that:

- you have full capacity to contract under the applicable law;
- you have not previously been suspended or removed from using the Website;

- you are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Website;
- you are complying with and obeying these Terms and all applicable laws;
- you shall not reverse engineer, decompile or otherwise disassemble the Website;
- you are not using the Website in such a way that you take unfair advantage of our trial period and try to avoid payment of service (e.g. use different e-mails from the same corporate domain to sign up once trial period is over);
- you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that NOWNodes provides in connection with your use of the Website.

In order to protect the integrity of the Website, NOWNodes reserves the right at any time in its sole discretion to block Users who violate these Terms.

NOWNodes also reserves the right to suspend or restrict access to the Services, including deactivation of API keys, in case of non-payment of applicable fees.

When accessing or using the Website, you agree that you will not violate any law, contract, intellectual property, or other third-party right or commit a tort, and that you are solely responsible for your conduct while using the Website.

Without limiting the generality of the foregoing, you agree that you will not:

- damage, disable, overburden, or impair the functioning of the Website in any manner;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access to the Website or to extract data;
- you shall not distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.

3. LIMITATION OF LIABILITY

You assume all responsibility and risk with respect to your use of our Website, which is provided “as is” without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our Website, including without limitation, all content and materials, and functions and services provided on our Website.

You understand and agree that NOWNodes shall not be liable to you for any indirect, incidental, special, consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss, even if NOWNodes has been advised of the possibility of such damages.

NOWNodes shall not be liable for any interruption, suspension, or limitation of access to the Services resulting from the Client’s failure to timely pay any applicable fees.

4. LINKS TO THIRD PARTIES’ WEBSITES

Our Website may contain links to third-party websites or services that are not owned or controlled by NOWNodes.

NOWNodes has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that NOWNodes shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

User confirms that since the User follows a link on the Website to the site of the third party, the relations between NOWNodes and the User shall terminate and NOWNodes is not responsible for the accuracy of the information displayed on the websites of the third parties, use the services and content of the third parties by the User, the validity of such use and quality of the services and content displayed on the third party’s sites.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

5. PAYMENTS AND SUBSCRIPTIONS

Certain features of the Website and Services may be provided on a subscription basis.

Subscriptions are automatically renewed for successive periods unless you change your payment settings or remove the applicable payment method before the end of the current billing cycle.

By using such features, you agree that the applicable fees may be charged on a recurring basis.

If a payment method is designated as primary in your account, you expressly authorize NOWNodes to automatically charge your selected Primary Payment Method for applicable subscription fees without additional confirmation for each billing cycle.

You may change your payment preferences, including the Primary Payment Method, or remove payment methods at any time via your account settings.

You are responsible for ensuring that your selected payment method remains valid and available for charges.

If automatic payment is unsuccessful, NOWNodes may issue an invoice and provide up to five (5) calendar days for payment. Failure to complete payment may result in suspension or termination of access to the Services.

NOWNodes does not guarantee successful automatic charging and shall not be responsible for any interruptions of the Services resulting from failed payments.

NOWNodes reserves the right to modify payment methods, billing procedures, and subscription terms upon prior notice.

In case the Client exceeds the usage limits included in the applicable subscription plan, additional fees for such excess usage ("Overage Fees") may be charged based on the actual volume of usage.

NOWNodes may issue one or more invoices for Overage Fees during the active subscription period. The Client agrees to timely pay all issued invoices for Overage Fees in accordance with the payment terms specified therein.

If the Client has two (2) or more unpaid invoices for Overage Fees, NOWNodes reserves the right to temporarily suspend access to the Services, including deactivation of the Client's API keys, until the number of unpaid invoices is reduced below the applicable threshold.

Access to the Services may be restored once the Client settles sufficient outstanding invoices to reduce the number of unpaid invoices below the applicable threshold.

The Client acknowledges and agrees that temporary suspension of access to the Services under this clause does not constitute termination of the subscription and does not relieve the Client from the obligation to pay any outstanding fees.

5. INDEMNIFICATION

You agree to hold harmless and indemnify NOWNodes from and against any third-party claim arising from or in any way related to:

- your breach of the Terms;
- your violation of applicable laws, rules or regulations in connection with the Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs of every kind and nature.

In such a case, NOWNodes will provide you with written notice of such claim, suit or action; will provide you the opportunity to control the defense and/or settlement of such claim, suit or action; and will provide you reasonable assistance in such defense or settlement, upon reasonable request and at your expense.

6. COPYRIGHT PROTECTION

Using the Website does not give you ownership of any intellectual property rights in the Website, any software or the content you access.

The materials contained on the Website are protected by applicable copyright and trademark laws and treaties.

7. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Hong Kong, without regard to its conflict of law provisions, regardless of which entity provides the services.

Users agree that any dispute arising in connection with services, or in any way related to them, may be resolved through negotiations.

If negotiations, amicable settlement attempts processes are unsuccessful, the dispute shall be resolved in accordance with the laws of Hong Kong by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The arbitration proceedings shall be conducted in English. This clause applies unless otherwise required by applicable law.

8. AMENDMENTS

We reserve the right to make any modifications to the Website, including terminating, changing, suspending or discontinuing any aspect of the Website at any time, without notice.

We may impose additional rules or limits on the use of our Website. You agree to review the Terms regularly and your continued access or use of our Website will mean that you agree to any changes.

By continuing to use the Website and Services after such changes, you confirm your acceptance of the updated Terms, including any changes to payment and subscription conditions.

9. CONTACT

If you have any questions relating to these Terms, your rights, and obligations and/or your use of the Website, or any other matter, please contact us at:

E-mail: ops@techcastle.co