SERVICE AGREEMENT

Last updated on 6 October 2026

This Service Agreement on the provision of blockchain-as-a-service IT solution services (hereafter referred to as the **"Agreement"**) constitutes an agreement between the partner (either a legal entity or individual) (hereafter referred to as the **"Client"**) and the service provider as defined below.

The Services shall be provided by:

- **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 (hereinafter each entity referred to as **"NOWNodes"**, 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.

1. TERMS

"Website" means website with the URL: https://nownodes.io/.

"Party" (collectively "Parties") refers to either NOWNodes or Client. For the avoidance of any doubt, the contracting Parties under this Agreement are Client and NOWNodes.

"Acceptance" means the provision by Client of full and unconditional consent to conclude this Agreement in full, without signing a written copy of the Agreement by the Parties.

"Services" means blockchain-as-a-service IT solution that allows access to nodes via API. Services provide access to over 60 most popular blockchain networks, and 1000+ coins and tokens. Full list is available here.

"Software Platform" means NOWNodes IT product, through which NOWNodes provides Services.

2. APPLICATION OF AGREEMENT

2.1. This Agreement governs terms and conditions of NOWNodes Services that involve the provision of Client with access to the Software Platform through API which enables accessibility of all nodes and explorers listed in NOWNodes documentation accessible via https://nownodes.gitbook.io/documentation.

Agreement constitutes entire agreement with the following documents:

- Terms of Use
- Privacy Policy

These documents are hereby incorporated by reference into this Agreement. The Terms of Use and Privacy Policy shall apply to all aspects of the services provided under this Agreement.

(a) In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Terms of Use or Privacy Policy, the Terms of Use and Privacy Policy shall prevail to the extent of such inconsistency or conflict.

(b) Client acknowledges that it has read, understands, and agrees to be bound by the Terms of Use and Privacy Policy. Client further agrees that the Terms of Use and Privacy Policy may be updated or amended from time to time, and it is Client's responsibility to review these documents regularly to stay informed of any changes.

2.2. Acceptance is arranged by Client providing consent to this Agreement in applicable forms on the Website. Client accepts terms of this Agreement as legally binding in full without any limitations.

By Acceptance, Client certifies that he has legal capacity to enter into legal relationships with NOWNodes. To the extent permitted by applicable law, NOWNodes is not responsible for any actions that may be committed by persons lacking legal capacity.

2.3. By default, Agreement applies to all Clients accepting Agreement. However, if (I) Client's jurisdiction does not recognize such form of concluding agreements as public offer as legally binding; or (II) if Client wants to negotiate non-standard terms of Agreement, Client shall contact NOWNodes directly at sales@nownodes.io and initiate signing a written version of agreement. Mutually signed written agreements exchanged by Parties take legal precedence over this Agreement and shall prevail.

3. DESCRIPTION OF SERVICES

3.1. The following Services are covered by this Agreement:

- Access via either JSON-RPC or REST protocols to a list of full nodes and explorer (depending on the standard node settings) specified at https://nownodes.gitbook.io/documentation.
- Access to Client’s statistics upon requests;
- Access to charging information;
- Access to information about a number of successful and unsuccessful requests to nodes and explorers.

Specific list of Services depends on the tariff plan chosen by Client.

3.2. Client is entitled to use an API key owned and designed by NOWNodes within the term of this Agreement. The API key shall be shared with Client via email used for account login on the Website. Client bears full responsibility for provided API key during the term of this Agreement. NOWNodes shall not be responsible for any action made through the issued API key, including but not limited to growth of traffic on the issued API key caused by its loss and/or disclosure by the Client.

3.3. NOWNodes agrees to inform the Client about any errors or difficulties found during performance of the Services, as well as about the typical conditions and symptoms of such errors and difficulties.

3.4. For the sake of clearance, NOWNodes has no access to the Client’s monetary assets and does not enter into any transactions. NOWNodes does not create private keys, does not have access to client money, does not sign transactions (because transactions are signed with a private key, which NOWNodes does not create).

4. SERVICE LEVEL

Agreed Service Time (AST)	24/7

Agreed Service Support Time (ASST)	24/7
Support Response Time	24 hours for the free tariff plan 2-3 hours for the standard tariff plan
API Response Time	⩽ 1 sec
Availability	99,95%
Success Rate (number of successful requests to a node in relation to all requests)	99%
Nodes Update (1)	Availability of the latest blockchain version
API key Generation Time	Few minutes - 1 workday
Backup Service	Providing a reserve node within 10 minutes
Accident warning time (2)	10 minutes from the moment of the accident

5. FEES AND PAYMENTS

5.1. Client shall pay NOWNodes a fee for the Services (hereafter referred to as the **"Fee"**). The amount of the Fee depends on the tariff plan of the Services chosen by the Client. Information on the available tariff plans can be found on the Website at: https://nownodes.io/pricing.

5.2. NOWNodes shall provide Client with information on Service's usage statistics to calculate the Fee.

5.3. Client can pay either via its account profile on NOWNodes website or shall request an invoice.

5.4. Where applicable, the Services may be provided on a subscription basis. Unless otherwise specified, such subscription shall be automatically renewed for successive periods equal to the initial subscription term.

5.5. Client agrees that NOWNodes may charge applicable Fees automatically using the payment method designated by the Client in its account (hereafter referred to as the "**Primary Payment Method**"), without additional authorization for each billing cycle.

5.6. Client may change the Primary Payment Method or remove previously added payment methods at any time via its account settings. Client shall be solely responsible for ensuring that its selected payment method remains valid and available for charges.

5.7. In the event that automatic charge via the Primary Payment Method is unsuccessful for any reason, NOWNodes may issue an invoice to the Client. Client shall complete payment within five (5) calendar days from the date of invoice issuance. If payment is not received within this period, NOWNodes reserves the right to suspend or terminate access to the Services without further notice.

5.8. NOWNodes does not guarantee successful automatic charging and shall not be

responsible for any service interruption resulting from failed payments.

5.9. Client shall make payment within five (5) calendar days upon receiving the invoice.

5.10. Parties have agreed that invoice shall be paid either in BTC, ETH, USDT, or in USD or any other payment methods made available by NOWNodes or its payment providers. The exchange rate is calculated on the day of the invoice's issue date and at the rate shown on the CoinMarketCap website (https://coinmarketcap.com/converter/). The payment amount shall correspond to the amount in the invoice. Additional network fees shall be calculated by Client and shall be paid by Client over the amount stated in the invoice.

5.11. NOWNodes is entitled to change the Fee rates or payment procedure at any time with advance notice of any changes to Fee rates, including changes to payment methods, billing procedures, and subscription mechanics.

6. WARRANTIES

6.1. Client shall not make any claims, statements or representations concerning NOWNodes, its Services or the Software Platform that are false, misleading or inconsistent with documentation published by NOWNodes on Website or in documentation provided at https://nownodes.gitbook.io/documentation.

6.2. Client represents and warrants that under the usage of the Software Platform it shall not:

- distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless the Client is the owner of such rights or has the permission of the owner to post such content;
- violate the legal rights (such as rights of privacy and publicity) of others;
- violate any laws applicable to the Client;
- carry on any unlawful businesses and activities;
- use any robot, spider, site search/retrieval application, or other device to collect information for any unauthorized purposes;
- damage the good reputation of NowNodes;
- access or use NOWNodes Services for the purpose of bringing an intellectual property infringement claim against NOWNodes or for the purpose of interfering with the proper functioning of NOWNodes Services or creating a product or service competitive with NOWNodes Services;
- be located in or resident a country subject to sanctions lists or their equivalents, or a country where use of the Services is forbidden by applicable law.

6.3. NOWNodes reserves the right to restrict, condition, or deny providing the Services in any jurisdiction, in its sole discretion, including where required by applicable law.

6.4. NOWNodes does not claim, and NOWNodes cannot guarantee that the Services are or will be appropriate or available for any location or jurisdiction.

7. INTELLECTUAL PROPERTY

Parties have agreed that no creation of intellectual property rights or transfer of the exclusive right over it shall take place under this Agreement.

NOWNodes own and shall retain all right, title, and interest in and to the NOWNodes Services (and any part thereof, including the Software Platform and API), and any content and data generated through use of the NOWNodes Services, including all intellectual property rights therein.

8. DATA PROTECTION AND SECURITY

8.1. The procedure of storage, transfer and proceeding of Clients' personal data, as well as all NOWNodes obligations with respect to data security are governed by Privacy Policy.

8.2. NOWNodes ensures high security standards of data processing. NOWNodes guarantees that it processes a very limited scope of data. In the course of the relationship under this Agreement NOWNodes collects and stores only the following types of Client's data: a) statistics of Services use, i.e. the number of requests sent by Client's end users in order to calculate the fees under the current tariff plan; b) Client's API keys for Client's authorization; c) email for Client's login (hereinafter - "**Collected Data**"). NOWNodes collects and processes **only** Collected Data for the purpose of providing Services. Parties agree that it is the responsibility of the NOWNodes for the security of Collected Data.

8.3. NOWNodes confirms that it does not process or have access to any information of end users. Full responsibility for end users data processing lies on the Client. In no way can NOWNodes be recognized as a data controller or data processor with respect to end users data.

8.4. NOWNodes doesn't store Client's financial information. When receiving payment from Client for the Services NOWNodes uses a third-party payment provider that bears the full liability for processing, storage, transfer of such type of data. Any complaints or queries regarding the processing of such data may be directed to a third party provider.

8.5. NOWNodes doesn't share Collected Data with third parties.

8.6. NOWNodes agrees that use, storage, and access to Collected Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. NOWNodes implements and maintains safeguards necessary to ensure the confidentiality, availability, and integrity of data. NOWNodes also implements and maintains all safeguards required to be implemented by applicable state and federal laws and regulations.

8.7. NOWNodes is constantly improving its data security systems and is doing everything in its capacity to prevent the data leakage, including the following measures:

- NOWNodes tests systems for vulnerabilities and security issues at least once every 12 months.
- Access to confidential data is protected, for example, through passwords or access tokens.
- The incident response processes are tested at least once every 12 months.
- An automated system has been introduced to monitor logs and other security events, as well as to generate warnings about abnormal or security-related events.
- NOWNodes ensures that the information security perimeter is protected by a security tool to filter website traffic, namely the Cloudflare Firewall (https://www.cloudflare.com/waf/), which keeps applications and APIs secure and productive, thwarts DDoS attacks, keeps bots at bay, detects anomalies and malicious payloads, all while monitoring for browser supply chain attacks.
- NOWNodes' servers are built on Linux (https://www.linux.org/), all servers are functioning properly to the extent that it depends on NOWNodes.
- Only authorized personnel of NOWNodes have access to the data and these employees and contractors are required to treat this information as confidential.

NOWNodes may take reasonable steps to protect its systems, Services and any data, which may include suspending access to any whole or part of the Services, without liability or fault for the purpose of restoring security.

Client shall be fully responsible for its API keys and password safety. NOWNodes can not be held liable if this information is used by an unauthorized third party. Client shall immediately notify NOWNodes of any cases of unauthorized access.

9. LIMITATION OF LIABILITY

Client shall be fully responsible for its API keys and password safety. NOWNodes cannot be held liable if this information is used by an unauthorized third party. Client shall immediately notify

NOWNodes of any cases of unauthorized access.

Under no circumstances Parties will be liable for special, incidental or consequential damages, including, without limitation, loss profit or losses resulting from business interruption, even if Parties have been advised of the possibility or likelihood of such damages.

Parties will not be liable for any delay, loss or damage attributable to any service, product or action of any third party.

In no event will Parties or its affiliates aggregate liability for any and all claims, losses or damages arising out of or relating to this Agreement or any services exceed money reward paid by Client to NOWNodes under this Agreement.

Client, at its own expense will indemnify, defend, and hold harmless NOWNodes, its affiliates, and their respective employees, officers, directors, representatives and agents from and against all losses, damages, liabilities, settlements, costs and expenses (including attorneys' and professionals' fees and other legal expenses) arising out of or related to any claim, demand, suit, action, or proceeding initiated by any third Party arising out of or relating to:

- any breach by Client of this Agreement,
- any service, content or other materials or services provided by Client under this Agreement, or
- an allegation that the services or content provided by Client to its customers violates any local, state, federal or foreign law, rule or regulation.

Either Party agrees to indemnify, save and hold harmless the other Party from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Party's responsibilities or obligations, representations or warranties under this Agreement. Provided that (a) a indemnified party promptly notifies indemnifying party in writing of the claim; (b) indemnifying party shall have sole control of the defense and all related settlement negotiations; and (c) indemnified party shall provide indemnifying party with the assistance, information and authority necessary to perform indemnifying party's obligations under this section.

Nothing in this Agreement shall limit or exclude either Party's liability in respect of any claims: (i) for death or personal injury caused by the negligence of such party; resulting from the willful default or gross negligence of such party; or to the extent that such liability may not otherwise be limited or excluded by applicable law.

10. NOTICES

The Parties agreed that messages, inquiries, demands or any other correspondence under this Agreement shall be carried out by e-mail.

NOWNodes email shall be sales@nownodes.io.

Client's email shall be the email address registered by Client on the Website.

11. TERM AND TERMINATION

The Agreement is considered concluded from the moment of Acceptance and is valid for the entire period of using the Services until the moment of termination of the Agreement.

NOWNodes has the right at any time to amend the terms of the Agreement at any time at its sole discretion. In case NOWNodes makes changes to the Agreement, such changes come into force from the moment the amended text of the Agreement is posted on the Website, unless another date for the entry into force of the changes is determined directly in the text of the amended Agreement.

Client acknowledges and agrees that NOWNodes may terminate the Services if Client violates, as determined by NOWNodes in its sole discretion, this Agreement. Upon termination, Client's rights

as set forth in Agreement and terms will immediately terminate and Client will immediately cease obtaining all Services.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement and any action related hereto will be governed by the laws of the Republic of Estonia, without giving effect to any principles that provide for the application of the law of another jurisdiction.

Any disputes regarding partnership and/or in connection with this Agreement shall be settled through negotiations between Parties within a 60 (sixty) calendar days period from a notification notice by the relevant Party.

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.

13. NOWNodes CONTACTS

E-mail: sales@nownodes.io